

A
PRACTICAL TREATISE

ON
FINE S

AND
RECOVERIES:

CONTAINING

The PRINCIPLES, CASES and STATUTES relating to, and a
great VARIETY of PRECEDENTS of

FINES AND RECOVERIES.

TOGETHER WITH

INSTRUCTIONS FOR DRAWING, ENTERING AND
PASSING THEM.

By the late SERJEANT WILSON.

THE FOURTH EDITION,
CORRECTED AND ENLARGED.

D U B L I N :

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TO THE

FIRST AND SECOND EDITIONS.

NOTWITHSTANDING the Practice of passing
FINES and RECOVERIES has been in the highest
Veneration from very ancient to the present Time, yet
very few Treatises (and some of those long since) have
been published on this valuable and nice Branch of
our Laws, which are to be depended on; and as the
Statutes, Determinations, and later Rules of Court,
must have made very considerable Alterations in the
Practice, the following Compendious Treatise is offered
to the Public; and we make no doubt of its kind Ac-
ceptation, as it contains not only the Law brought
down to the present Time, but also a well-chosen
Collection of the choicest PRECEDENTS of this Man-
ner of conveying Titles to Estates; and is very different
from any Thing hitherto published.

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TO THE

THIRD EDITION.

THIS Edition, since the Death of Mr. Serjeant *Wilson*, has been carefully corrected by a Gentleman at the Bar. The Punctuation has been much and necessarily altered; and some Things, which were improper, have been omitted. Two complete Divisions have been added, the one, 'how Fines may be avoided,' the other, 'of Deeds leading or declaring the Uses of Fines.' In addition to these is also given, the full Opinion of the Court of King's Bench in the Case of *Swann and Broome*; beginning in Page 271, and extending to that of 279.—Other modern Decisions are also inserted, as well as some late Rules, which the Court of Common Pleas has thought proper to ordain. It may therefore with truth be said, that this Book is now more perfect than any other Treatise of the Kind in the Profession.

March, 1780.

O F

F I N E S.

THIS Word *Fine*, has several Significations in our Law. Sometimes it means a Sum of Money imposed upon an Offender for some Offence done, and then it is also called a Ransome: Sometimes it is taken for an Income, or Sum of Money, paid at the Entrance of a Tenant into his Land: Sometimes it signifies a final Agreement or Conveyance upon Record, for settling and securing Lands and Tenements; and in this last Sense it is to be taken and understood in this Treatise. Shep. Touch. c. 2. Of a Fine.

A Fine then, is an Agreement upon Record made with the King's Consent and Licence, and acknowledged by the Parties to the same, upon a Writ of Covenant, or other original Writ in a fictitious Suit, instituted for that Purpose, of Lands, Tenements or Hereditaments, before the Justices of the Common Pleas, or others thereunto authorised, and ingrossed of Record in the same Court. It is therefore called a Feoffment of Record, and is one of those Modes of Conveyance, whereby a Freehold may pass by the Common Law, without any Livery of Seisin. It is grown at this Day to be the most common Assurance or Conveyance, and is the Strength of almost every Man's Inheritance. The Description of a Fine, and from whence it derives its Name.

* 2

Glanvil, speaking of Fines, says thus: *Contingit autem aliquando loquelas motas in Curia Domini Regis, per amicabilem Compositionem & finalem Concordiam terminari, sed ex consensu & licentia Domini Regis, vel ejus Justiciariorum.* Glanvil, l. 8. c. 1.

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He also says, *Quod dicitur talis concordia finalis, eo quod finem imponit negotio, adeo ut neuter litigantium ab eâ de cætero poterit recedere.* And according to *Bracton*, *Finis est extremitas unius-cujusque rei, hoc est idem in quo unaquæque res terminatur; & ideo dicitur finalis concordia, quia imponit finem litibus, et est exceptio peremptoria.*

Brac. l. 5.
c. 28.

Stat. *de finibus levatis*,
27 Ed. 1.

In the statute *de finibus levatis*, 27 Ed. 1. cap. 1. are these Words: *Quia Fines in Curia nostrâ levati finem litibus debent imponere & imponunt; Ideo fines vocantur: maximè, cum post duellum, vel magnam assisam in suo casu ultimum locum finalem teneant imperpetuum.*

Plowden.

In *Plowden* 358. a. A fine, for its Worthiness, and the Peace and Quiet it brings, is termed *finis, fructus, exilus & effectus legis.*

* 3

A Fine being one of the highest Matters of Record, was first instituted for the quiet Establishing and sure Settling of Men's Inheritances; and as the Common Law hath prescribed a sure and safe Way to acquire * and get the Property of Goods by Sale in Market overt, so also hath the Common Law ordained a sure Manner of Conveyance for the Purchasing Lands, which is by Fine.

The Antiquity of Fines.

Fines are of very great Antiquity at the Common Law, and are as ancient as any Court of Record. They were frequent before the Conquest. 2 *Inst.* 511.

Stat. *de finibus levatis*,
27 E. 1. A. D. 1299.

In the statute *de Finibus Levatis*, made 27 E. 1. Anno Domini 1299, speaking of Averments that were allowed in Avoidance of Fines, and for which Cause the Statute was made, it is said, that those Averments were *contra Legem & contra Regni Antiquitatem usitatam.*

Glanvil.

Glanvil, who was Chief Justice of England in the 28th Year of Henry the Second, Anno Domini 1181, gives us the Ancient Form of levying a Fine. l. 8. c. 2, 3.

Plowden.

In *Plowden*, 368. b. it is said, that no Point of our Law is of greater Antiquity; and *Catlyn* is said to cite many Fines of Antiquity, and some before the Conquest, touching the Possessions of the Abbot of *Crowland*.

Of the Parts of a Fine.

There are five Parts of every Fine, viz. First, The original Writ, as appeareth by the Statute *de modo levandi Fines*, Anno 18 Ed. 1. Stat. 4. Anno Domini 1290, where it is said, that the Order of the Law will not suffer a final Accord to be levied in the King's Court without an original Writ; and so it is held 37 *Aff. plac.* 17. And upon every Writ by which Land is to be charged or bound, or which in any * Sort doth concern

The original Writ.

* 4

cern

OF FINES.

cern Land, &c. a Fine may be levied, 5 Ed. 2. Tit. Fines, Statut. 18 Ed. 4. 22. 19 E. 4. 2. 21 E. 4. 4. 32 E. 3. Scire Fa. 100. in *Præcipe in Garr. de Charter*, in *Brevi de mesne*, in *Quid juris clamat*, *Per quæ servilia*, in *Ration' dimiss. & similia*. - The most usual original Writ whereon a Fine is levied at this Day is a Writ of Covenant, which runneth in this Form:

GEORGE the Third, &c. To the Sheriff of *Essex*, Writ of Co-
Greeting: Command *M. S. Widow*, *P. G. and E. venant*.
his Wife, and *W. G. and M.* his Wife, that justly and
without Delay they perform the Covenant to *T. B. Esq;*
made between them of 1 Messuage, 2 Barns, 2 Stables,
1 Garden, 1 Orchard, 10 Acres of Meadow, 30 Acres
of Pasture, and 20 Acres of Furze and Heath, with
the Appurtenances in *S.* And unless they shall so do,
and the said *T.* shall give you Security that his Suit
shall be prosecuted, then summon by good Summoners
the said *M. P. E. W. and M.* that they be before our
Justices at *Westminster* in eight Days of *St. Hilary*, to
shew wherefore they will not do it; and have you there
the Summoners and this Writ. Witness Ourselves at
Westminster the 7th Day of *November* in the 9th Year
of our Reign.

Browne.

Secondly, There ought to be Licence or Leave to *Licentia Con-*
agree, for which Licence there is a Fine due to the *cordandi*.
King, which is an ancient Revenue of the Crown, and
is called the * *King's Silver*. This appeareth by these * 5
Words in the said Statute *De modo levandi Fines*,—
“Then, when they be agreed of the Sum of Money that
“must be given to the King, the Justice shall say, &c.”
Tey's Case, 5 Rep. 39. a.

The King's Silver is the post Fine, or Fine for
Licence to accord. 2 *Inst.* 512. And when it is en-
tered, this makes the Lands pass. 2 *Inst.* 517. *Barnes'*
Supplem. 32.

Thirdly, The Concord of the Fine beginning thus, The Con-
Et est concordia talis, &c. which is in this Form: cord.

AND the Agreement is such, (to wit) That the
afore said *R.* (the *Desforciant in the original Writ*)
hath acknowledged the afore said Manors or other *Tene-*
ments comprised in the Writ) to be the Right of him the
said

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said *H.* (*the Plaintiff*) as those which the said *H.* hath of the Gift of the aforesaid *R.* and those he hath remised and quit-claimed from him the said *R.* and his Heirs to the aforesaid *H.* and his Heirs for ever. And for this, &c.

* 6
The Note of Abstract out of the original Writ and the Concord, the Fine. and is in this Form :

BETWEEN *R. B.* Plaintiff, and *D. S.* Deforciant, of the Manor of *D.* &c. whereupon a Plea of Covenant was summoned between them in the same Court, that is to say, That the said *D.* hath acknowledged the aforesaid Manor, &c. *ut supra.*

The Foot of the Fine. *Fifthly*, The Foot of the Fine which is thus :

THIS is the final Agreement made in the Court of our Lord the King at *Westminster*, from the Day of *Easter* in fifteen Days, in the ——— Year of his Reign, &c. before, &c. between *R. B.* Plaintiff, and *D. S.* Deforciant ; (*and so recite in Effect the Concord.*)

The Foot of the Fine includeth all, and hath the Day, Year, Place, and before what Justices the Concord was made. *Tey's Case*, 5 *Rep.* 39. *a.*

When a Fine is said to be ingrossed. A Fine is said to be ingrossed when the Chirographer hath made the Indentures of the Fine, and delivered them to the Parties. *Id.*

Two Sorts of Fines in general, the one at Common Law, the other according to the Statute. There are Fines at the Common Law, and Fines proclaimed according to the Statutes.

* 7
Stat. 4 H. 7. For proclaiming Fines four Times in four several Terms. After the Ingrossing of every Fine, in the King's Court before his Justices of the Common * Pleas, the same Fine shall be openly and solemnly read and proclaimed in the same Court the same Term, and in three Terms then next following the same Ingrossing, in the same Court, at four several Days in every Term, and in the same Time that it is so read and proclaimed, all Pleas to cease. *Stat. 4 H. 7. c. 24.*

By this Statute a Fine was to be proclaimed sixteen Times, which by reason of the Multitude of Fines was

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was a great Hindrance to the other Business of the Court; therefore it was afterwards enacted,

That all Fines with Proclamations shall be proclaimed four Times, that is to say, Once in the Term wherein it is ingrossed, and once in every of the three Terms holden next after the Ingrossing; and that every Fine proclaimed as aforesaid, shall be of as great Force in Law to all Intents, as if the same had been sixteen Times proclaimed, according to the Statutes heretofore made. *Stat. 31 Eliz. c. 2.*

Stat. 31 Eliz.
Fines to be
proclaimed
four Times
only.

Proclamations must be made in Time of the Term; therefore if any of the Proclamations be made either before the Beginning or after the End of any Term, or on a Sunday or other Festival Day exempt from the Term,—being *Dies non Juridicus*,—as on the Feast of the Purification in Hilary Term, Ascension Day in Easter Term, All Saints or All Souls in Michaelmas Term, the Feast of St. John the Baptist, if it happen on any other Day than on the Friday next after Trinity Sunday, and be recorded accordingly, the Proclamations are reverfable notwithstanding the * *Stat. 23 Eliz. c. 3.* and the Fine shall be of no other Force than a Fine without Proclamations; and altho' all the Proclamations be made within the Terms according to the Statute, and on Days which be *Dies Juridici*, yet if the contrary appears by the Record, the Proclamations are reverfable, and no Averment shall be admitted against the Record,

If any of the
Procla-
mations are
made out of
Term on a
Day which is
*Dies non Ju-
ridicus*, the
Proclama-
tions are re-
verfable, and
the Fine is
only a Fine at
the Common
Law.

* 8

Altho' the
Proclama-
tions be duly
made, yet if
the contrary

appears by the Record it is an Estoppel, and the Proclamations are reverfable.

Tenant in Tail levies a Fine with Proclamations, whereof one was recorded to be made on the Seventh Day of June, which Day was Sunday, and dies; the Issue brings Error and reverses the Proclamations; but the Fine remains good at the Common Law, and shall be a Discontinuance. Adjudged, this Proclamation could not be made as it is recorded, because it is no Day in Court; and the Fine and Proclamations are several Records, and might have been avoided by Plea. *Fyshe against Brocket, Plowden 265.*

Proclama-
tions reverf-
ed on a Writ
of Error
brought by
the Heir of a
Tenant in
Tail who le-
vied a Fine,
for that one
of the Procla-
mations was

recorded to be made on a Sunday. But the Fine remained good at the Common Law.

At the Common Law, before the *Stat. 34 E. 3. c. 16.* Before Stat. where a Fine was levied, if any that was a Stranger to the Strangers

34 E. 3.
the Strangers

OF FINES.

were barred unless they claimed within a Year and a Day.

Proved by the Statute of *Donis*.
West. 2.

* 9

Feme Covert and he in Reversion or Remainder barred by the Non claim of the Husband or particular Tenant; till Stat. 34 E. 3. which enacted
Quod finis ipso jure fit nullus.

the Fine had Right to have and recover the same Lands or Tenements, came not and made his Claim thereof within a Year and a Day after the Fine was levied, he was barred for ever; *Quia dicebatur quod finis finem libibus imponebat.* And that the Law was such, is proved by the Statute of *Westminster 2. de Donis Conditionalibus*, where it is said, if a Fine be * levied of Tenements given in Tail, &c. *Quod finis ipso jure fit nullus, nec habeant hæredes aut illi ad quos spectat reversio (licet plenæ ætatis fuerint, in Anglia, & extra Prisionam) necessitatem apponere clameum suum.* Lit. Sect. 441.

A Feme Covert and he in Reversion or Remainder, expectant upon any Estate of Freehold, were barred by the Common Law by the Non-claim of the Husband, or of the particular Tenant, within the Year and Day after the Fine levied; to prevent which Mischief the Stat. 34 Ed. 3. c. 16. was made, whereby it was ordained, That Non-claim on a Fine should be no Bar. But this Statute is said by Lord *Dyer* and others, in the Case of *Stowel and Zouche*, *Plowden* 369. to be to the universal Trouble of the whole Realm, for avoiding whereof, and for making Fines of their former Strength, the Statute of the 4 H. 7. was made.

Stat. 4 H. 7.

A Fine with Proclamations to conclude as well Privies as Strangers, except Feme Coverts, Infants, &c. at the Time of the Fine, not being Parties.

The Stat. 4 H. 7. c. 24. after ordaining that Fines shall be proclaimed in four several Terms, enacts, That the Proclamations being so made, the Fine is to conclude as well Privies as Strangers to the same, *Except Women Covert*, not being Parties to the Fine, and every Person then being within the Age of twenty-one Years, in Prison, or out of this Realm, or not of whole Mind at the Time of the Fine levied, not being Parties to such Fine.

* 10

Saving to all Heirs, other than the Parties * in the Fine, such Right, Persons, not Claim, and Interest, as they have to or in the said Lands, being Parties, Tenements or other Hereditaments, at the Time of such Fine ingrossed, so that they pursue their Title within five Years.

And saving to every Person or Persons, and to their Heirs, other than the Parties * in the Fine, such Right, Claim, and Interest, as they have to or in the said Lands, Tenements or other Hereditaments, at the Time of such Fine ingrossed, so that they pursue their Title, Claim or Interest, by way of Action or lawful Entry, within five Years next after the said Proclamations had and made.

And

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And also saving to all Persons such Action, Right, Title, Claim and Interest as first shall grow, remain, or descend or come to them after the Fine ingrossed, and Proclamations made by Force of any Gift in the Tail, or by any other Cause or Matter had and made before the Fine levied, so that they take their Action, or pursue their Right and Title according to Law within five Years next after such Action, Right, Claim, Title or Interest to them accrued, descended, fallen or come.

Saving to all other Persons such Right as shall come to them after the Fine levied, so as they pursue their Right within five Years after such Right accrued.

And that the said Persons and their Heirs may have their said Action against the Pernor of the Profits at the Time of the said Action to be taken.

The said Persons may have their Action

against the Pernor of the Profits of the Land at the Time of the Action.

And if the same Persons at the Time of such Action, Right and Title accrued, descended, remained or come unto them, be *Covert de Baron*, or within Age, in Prison, or out of this Land, or not of whole Mind, then it is ordained, that their Action, Right and Title, be reserved to them and to their Heirs unto the Time they come and be at their full Age of twenty-one Years, out of Prison, within this Land, uncovert, and of whole Mind; so * that they or their Heirs take their said Actions, or their lawful Entry, according to their Right and Title, within five Years next after they come and be at their full Age, out of Prison, within this Land, uncovert, and of whole Mind; and the same Actions pursue, or other lawful Entry take, according to Law.

And if such Persons at the Time such Right accrues be *Covert de Baron*, Infants, in Prison, &c. their Right saved till they come of Age, be out of Prison, uncovert, &c. so that they take their

Actions within five Years after they come of Age, be out of Prison, uncovert, &c.

And also that all such Persons as be *Covert de Baron*, not Party to the Fine, and every Person being within Age of twenty-one Years, in Prison, or out of this Land, or not of whole Mind at the time of the Fines levied and ingrossed, and by this Act afore excepted, having any Right or Title, or Cause of Action, to any of the Lands and other Hereditaments, that they or their Heirs inheritable to the same, take their said Actions or lawful Entry according to their Right and Title, within five Years next after they come and be of Age, out of Prison, uncovert, within this Land, and of whole Mind, and the same Actions sue, or their lawful Entry take and pursue, according to Law.

* II
All Feine Coverts, Infants, &c. at the Time of the Fine, before excepted, to take Action within five Years after they are uncovert, of full Age, &c.

And

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And if they do not take their Actions and Entry, that they and every of them, and their Heirs, and the Heirs of every of them, be concluded by the said Fines for ever, in like Form as they be that be Parties or Privies to the said Fine.

And if they do not take their Actions and Entry, that they and every of them, and their Heirs, and the Heirs of every of them, be concluded by the said Fines for ever, in like Form as they be that be Parties or Privies to the said Fine.

Saving to all Persons not Parties or Privies their Exception, *Quod Partes Finis nihil habuerunt.* **Saving to every Person or Persons not Party nor Privy to the Fine, their Exception to avoid the same, because those which were Parties to the Fine, nor any of them nor any Person or Persons to their Use, nor to the use of any of them, had nothing in the Lands or Tenements comprised in the Fine at the Time of the Fine levied.**

* 12
Parties.
Privies.
Strangers.

Those who levy Fines are Parties.
Their Heirs are Privies, because there is a Privy of Blood between them.
Strangers are they who are neither Parties to the Fine nor Privies.

Parties and Privies not within the Saving. Where the Issue in Tail shall have five Years after his Ancestor's Death, and where not.
Saving to all Persons, &c. He who takes Advantage of this must not be Party nor Privy to the Fine; but if Tenant in Tail make a Feoffment, and the Feoffee levy a Fine, the Issue in Tail has five Years after his Ancestor's Death, as he is the *first* Person to whom the Right accrues after the Fine levied. But if the Tenant in Tail be disseised and the Disseisor levy a Fine with Proclamations, and five Years pass, and the Tenant in Tail dies, the Issue is barred; for, after the Fine levied, the Tenant in Tail himself had the Right, and so the Issue is not the *first* to whom the Right accrued; and the Issue in these Cases was not Privy but a Stranger to him that levied the Fine. 3 Rep. 87. b. Com. 374. Peniston and Lister, 3 Cro. 896.

Infant, &c. Though the Issue be beyond Sea, an Infant, Covert, being privy or *Non compos mentis*, yet being Privy he is barred, as within none of the Savings. 3 Rep. 91. a.

Corporations where barred. Colleges and others, who are restrained from Alienation by 13 El. c. 10. are not barred by Fine and Non-claim, as that would quite elude the Statute *Mag. Col.* 11 Rep. 78. A Sole Corporation, as Bishop, * Parson, Vicar, &c. the Successor is not bound, by 4 H. 7. A Corporation Aggregate is. Com. 376. 11 Rep. 71.

After the making of this Statute, it being doubted, whether a Fine levied by a Tenant in Tail would bind the

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the Heir of such Tenant and all others seized or claiming to his Use, by the *Stat. 32 H. 8. c. 36.* it was enacted, *Stat. 32 H. 8.*

That all Fines levied according to the Statute 4. *H. 7.* Fines levied by any Person or Persons of full Age, of any Manors, by Persons of Lands, Tenements or Hereditaments, before the Time full Age of of the Fine levied in any wife entailed to the Person or Lands entailed on Persons so levying the same, or to any the Ancestors of tailed on the same Person or Persons in Possession, Reversion, Re- then, or any mainder or in Use; shall be, immediately after the of their Ancestors, in same Fine, levied, ingrossed, and Proclamations made, Possession, adjudged, accepted, deemed and taken, to all Intents Reversion, and Purposes a sufficient Bar and Discharge for ever Remainder, against the said Person and Persons, and their Heirs, or Use, shall claiming the same Lands, Tenements and Hereditaments, immediately after such such Entail; and against all other Persons claiming the Fine and Proclamations same, or any Parcel thereof, only to their Use, or to made, be a the Use of any Manner of Heir of the Bodies of them. Bar against such Persons and their Heirs, claiming by Force of such Entail.

If a Fine be levied without Proclamations, or without Where Statute of Non-claim extend to a Fine.
 out so many as the Law requireth, then the Statute of Non-claim doth extend to such a Fine. *1 Inst. 262. a.*

The Husband alone levied a Fine with Proclamations Feme Covert of his Wife's Land, and * died, and five Years incurred bound by the without Entry or Action of the Wife; she is bound by five Years on the *Stat. 4 H. 7.* and the *Stat. 32 H. 8. c. 28.* aids not, a Fine with although it limits not any Time peremptory, for that Proclamations by the speaks not of a Fine with Proclamations. *Dyer 72. b.* Husband alone of her Land.

If Tenant in Tail levy a Fine with Proclamations * 14 according to the Statute, this is a Bar to the Estate- He in Reversion or Remainder, if he make his Claim, or pursue his Action within five Years bound by Fine with after the Estate-tail spent. *1 Inst. 372. a.* Proclamations if he claim not in five Years.

If a Gift be made to the Eldest Son and to the Heirs of his Body, the remainder to the Father and the Heirs of his Body; the Father dieth, the Eldest Son levied a Fine with Proclamations, and dieth without Issue;

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Issue; this shall bar the second Son, for the Remainder descended to the Eldest. 1 *Inst.* 372. *a. b.*

Fine by Tenant in Tail, who died before the Proclamations passed, the Issue beyond Sea.
A. Tenant for Life, Remainder to *B.* in Tail, Remainder to *B.* and his Heirs. *B.* levied a Fine, had Issue, and died before all the Proclamations are made, the Issue returns, and upon the Land claims the Remainder. Resolved,

* 15

1. That the Estate which passed by the Fine, was not determined by the Death of *B.*—for if Tenant in Tail of a Rent, or other Thing that lies in Grant, do grant it in Fee, and die, it is not void by his Death, but the Issue has Election to make it void or voidable; for if he distrains he makes it void, if he brings *Formedon* he * makes it voidable. So if Tenant in Tail of Land grant it in Fee, the Grantee has an indefeasible Estate only for the Life of the Tenant in Tail, but it remains after the Death of the Tenant in Tail, till defeated by the Entry of the Heir; for if he had an Estate only for the Life of Tenant in Tail, then Tenant in Tail would have a Reversion in Tail, and so might have an Action of Waste, but he cannot as he has granted all his Estate. Also the Statute 32 *H.* 8. *c.* 36. enforces the Case, that the Estate shall not determine by the Death of Tenant in Tail; for it providing that Fines by Tenant in Tail in Possession, Reversion or Remainder, after the Ingrossment and Proclamation, shall be a Bar, &c. if it cannot be a Bar except the Estate given by the Fine continue, the Statute preserves it; for making the Fine a Bar, it provides all Things incident and necessary for the Perfection of it.

As no Claim the Issue barred.

2. That no Claim being made by the Heir in Tail before all the Proclamations passed, the Right of the Estate which descended upon him is barred. 4 *H.* 7. 32 *H.* 8.

Issue in Tail can by no Claim prevent the Bar. Exception in 4 *H.* 7. extends only to Strangers.

3. The Issue in Tail being Heir, can by no Claim prevent the Right of the Estate-tail from being barred; for 4 *H.* 7. enacts, That, after Ingrossment and Proclamation, it shall conclude as well Privies as Strangers; so that if there had not been an Exception for the Rights of Strangers, the Rights of all Persons had been barred; and this Exception extends only to Strangers, not to Privies. *Case of Fines*, 3 *Rep.* 84.

Purflow's

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* *Purflow's Case*, Sir *George Blunt*, Tenant in Tail, levied a Fine, and dies before Proclamations pass, leaving Issue a Daughter married to *Purflow*, who brings a *Formedon*, pending which the Proclamations pass. The Tenant may plead this Fine and Proclamations, and bar the Demandants; yet a Right of Entail descended upon the Issue, and they and her Husband pursued their *Formedon*, which was all they could do. But the Fine is the Conveyance of the Estate, and the Proclamation is but a short Repetition of it, and only added by 32 H. 8. to shew it levied according to 4 H. 7. and to distinguish it from a Fine at the common Law. 3 Rep. 90.

* 16

Death of Conusor, and Action brought by the Issue in Tail before Proclamations passed, Fine good.

The Parties to a Fine.

PARTIES are the Conusor and Conussee. An Infant ought not to be Conusor of a Fine; but if he levy a Fine, and it be not reversed DURING HIS MINORITY, the Fine is unavoidable in Law, and the Heirs of the Infant have not any Remedy, to reverse it. The Cause is for this, that the Age of the Infant is not to be tried but by Inspection of his Person, *Non testium testimonio, non juratorum veredicto, sed judicis inspectione solummodo*. But the Judges may inform themselves by the Witnesses, Church-Books, &c. And the Reason of it is, that the Fine should otherwise as well lose its Effects as its Name, for *Dicitur finis ab effectu, quia finem litibus imponit*; and if Infancy should be tried otherwise than by Inspection, no Man could be sure of his inheritance; for after the Death of the Conusor, Averment might be made many Years after, that the Conusor was within Age at the Time of the Fine, and so many Records might be avoided by naked Averment, which would be against Law. *Fitz. N. B. fo. 21.* If an Infant levy a Fine, he shall have a Writ of Error DURING HIS NONAGE, and assign it for Error; and this is the Error in Law of the Court, and shall be tried by the Judges of the Law. 2 Roll. Abr. 572. 1 Vent. 69.

Infants. A Fine levied by an Infant, unless reversed during his Minority, is unavoidable, and his Heirs have no Remedy. The Reason of it. 2 Roll. Abr. 572, 573. 1 Vent. 69.

* 17

Tenant for Life, Remainder in Fee to an Infant; Fine by In- they join in a Fine, which is afterwards reversed *quoad* the Infant; the Conussee shall enjoy the Land during the Life of Tenant for Life.

fant and Tenant for Life; good *quoad* Tenant for Life.

Error

OF FINES.

Right to reverse a Fine for Nonage extinguished by levying a subsequent Fine.

Error to reverse a Fine for Nonage, and before it was reversed, the Plaintiff came of Age; and it was allowed, the Fine could not be now reversed, as the Plaintiff had levied another Fine to a Stranger, and thereby extinguished his Title of Error, which was agreed by *Popham* and *Cooke*, if it had been pleaded. If the Disseisee levy a Fine to a Stranger, the Disseisor shall take Advantage of it. *Hart and Amerideth, Noy.*

59.

The Heir, who had brought a Writ of Error to reverse a Fine, had first made a Feoffment of Part to a Stranger. It was said, this is a Bar only as to that Part, and the Fine shall be reversed *quoad* the Rest. 3 *Cro.* 468.

* 18
Fine by an Infant and another, the Infant may alone bring Error.

* Error by an Infant to reverse a Fine for Nonage. *Obj.* That it was levied by him and *A.* the Tenant for Life, and they ought to join in the Writ, and there ought to be Summons and Severance. *Non allocatur*; as no Error in the Record, but IN FACT. If two Infants bring a Writ of Error, they must assign Error severally. So if one be within Age, he must bring his Writ alone. And here the Fine was reversed only *quoad* the Infant, and it was adjudged that he shall not take Advantage of the Forfeiture by the Tenant for Life's joining in the Fine, as he himself was a Party and consenting. *Piggot v. Ruffel*, 3 *Cro.* 115, 124.

Lunatics, Ideots, &c. If a judge take the Acknowledgment of a Lunatick or Ideot to a Fine, it is not reverfable, and why. *Fieri non debet sed factum valet.* Shep. Touch. 6.

Lunatics, Ideots, or other Persons not having the Use of their Reason, ought not to be Cognisors of a Fine. But if the Judge take the Acknowledgment of such Person to a Fine, the same is not reverfable, neither shall his Heirs avoid it;—for it is a Matter of Record, which shall not be avoided by a bare Averment of *Non compos mentis*, for the Inconveniency which would follow thereupon. Also such Averment is against the Office and Dignity of a Judge, for he ought not to take any Cognisance of a Fine of him who is *Non compos mentis*.

Mansfield's Case.

A most remarkable Instance of a Fine acknowledged by a Person wanting Reason is in *Coke's 12 Rep. fol. 123. Mansfield's Case.* *Henry Bushley* seised in Fee, devised his Lands to *Henry* his Son in Tail, Remainder to one *William Bushley*, and appointed *Thomas Harrison*, whom

OF FINES.

* 19

whom he made Executor, to have the Education of his Son, who * was under Age. It afterwards happened that *Henry* the Son became a monstrous and deformed Cripple; and proved an Ideot *a nativitate*, and by the Means of one *Nicols* and others was taken out of the Custody of his Guardian, and carried to a Place unknown, and there kept in Secret until he had acknowledged a Fine of his Lands to one *Bothome*, before Justice *Southcote*; and by Indenture between them, the Use of the Fine was declared to the Use of the Cognisee and his Heirs; which *Bothome* conveyed the said Land to one *Henry Mansfield*; and *Anno* 12 *Eliz.* the said *Henry Bushley* the Son, by Inquisition, was found an Ideot *a nativitate*; and upon this in *Anno* 33 *Eliz.* the Court of Wards took Order for the Possession of the said Lands.

A Fine acknowledged and the Uses thereof declared by one who was a monstrous and deformed Cripple, and an Ideot *a nativitate*.—

And it was moved as a Doubt in the said Court of Wards, whether the Fine should be to the Use of the Ideot and his Heirs; for notwithstanding the Fine, which is of Record, binds the Ideot for the Causes aforesaid, yet the Indentures are not sufficient to direct the Uses. But it was resolved, that forasmuch as he was enabled by the Fine as to the Principal, he shall not be disabled to limit the Uses, which are but as Accessory.

As he was enabled to levy the Fine, he was not disabled to limit the Uses.

And the same is the Law of an Infant and Feme Covert.

And *Mansfield* brought an Action of Trespass in the Common Pleas against one *Trot*, the Farmer of the Lands, and the Issue was to be tried at Bar; and the deformed Ideot was sent out of the Court of Wards to be shewn to the Judges * of the Common Pleas and to the Jury, and being brought upon a Man's Shoulders, the Judges hearing that the Title of *Mansfield* was under the said Fine, levied by that Ideot, Lord *Dyer* and the Court, by Consent of Parties, caused a Juror to be withdrawn. And Lord *Dyer* said, that the Judge who took that Fine was never worthy to take another! But notwithstanding this, and that the monstrous Deformity and Ideocy of *Bushley* was apparent and visible, yet the Fine stood good.

* 20

Notwithstanding the monstrous Deformity

and Ideocy of the Conusor, the Fine stood good.

Baron

OF FINES.

Baron and Feme levy a Fine of the Lands of the Wife; all paffes from her, and all Charges of the Baron determine by his Death.

Feme Covert If a Feme Covert be a Conufor, ſhe muſt be firſt examined; and if ſhe do not aſſent thereunto, the Fine ſhall not be levied. *Stat. 18 Ed. 1. Stat. 4.*

But a Fine If a Feme Covert with her Huſband levy a Fine without ſuch Examination, it ſhall bind the Feme and her Heirs for ever, and they have no Remedy to reverſe the ſame. But the Judge offends greatly in taking the Fine without ſuch Examination.

Fine by Feme A Feme Covert within Age ought not to levy a Fine, Covert with- for ſhe cannot reverſe it during her Coverture, nor in Age not after, if her Coverture continue till ſhe be of full reverſable by Age. her unleſs ſhe become uncoverte within Age.

* 21

Huſband and Wife levied a Fine of the Wife's Land, and after becauſe the Wife * was within Age, they ſued a Writ of Error to reverſe the Fine. The Queſtion was, If this ſhould be reverſed as to the Wife only, or againſt the Huſband; and after long Debate it was reſolved, that it ſhould be againſt both, for it is entire, and cannot be affirmed in Part and diſaffirmed in another Part. Cited in *Owen* 21.

Land, reverſed as to both, on a Writ of Error brought by them.

Baron and Feme levy a Fine, and after bring Error for the Nonage of the Feme;—the Fine ſhall be reverſed *in toto*; for where they join it ſhall be intended the Inheritance of the Feme;—and if not, the Party may ſhew it upon the *Scire Facias*. *Charnock v. Worſley*, 3 *Gro.* 129. *Vide poſtea.* 3 *Lev.* 36.

A Fine ac- *Herbert Perrot* having married a Wife that had an Inheritance of a conſiderable Value, prevailed on her, by Baron and Feme within (while ſhe was but of the Age of twenty Years) to levy a Fine, the Uſe whereof was declared to him and Age of the Wife's Land, her, and the Heirs of their two Bodies. The Fine not to be ſet aſide on Mo- *Perrot* his Father and another, after which the Wife tion after the died without Iſſue, but had Iſſue at the Time of the Wife's Death. Fine.

It was moved in Court that the Fine might be ſet aſide, and a Fine impoſed upon the Commiſſioners for undue

OF FINES.

undue Practice, and for taking a Fine of one under Age. But all the Judges agreed they could not meddle with the Fine: But if the Wife had been alive and still under Age, they might bring her in by *Habeas Corpus*, and inspect her, and set aside the Fine upon Motion; * for perhaps the Husband would not suffer the bringing a Writ of Error. *Vide 1 Vent. 209.*

leas Corpus, for perhaps Husband would not suffer the bringing a Writ of Error.

* 22

It not appearing that the Commissioners knew she was under Age, and it not being to be discerned by View, she being twenty, they were not fined. 2 *Vent. 30.* *Vide Anne Hungate's Case, 12 Co. 121. and Warcombe and Carrel's Case, 12 Co. 124.*

Commissioners taking the Conusance of an Infant of 20 Years of Age not fined.

Hutchinson and his Wife, she being an Infant of 16 Years of Age, levy a Fine of the Wife's Lands; the King's Silver was paid, and the Fine completed and exemplified; but on Complaint of him in Remainder in Fee, dependant on the Estate-tail of the Wife, the Husband and Wife were brought into Court by Rule and examined; and upon Examination, the levying the Fine and the Infancy appeared, and the Father and Mother of the Infant came into Court, and prayed that the Fine might stand; but the Court vacated the Fine, and caused the Exemplification to be brought into Court, and delivered up; and ordered him in Reversion to prosecute an Information against the Commissioners who took the Conusance of the Fine. But note, the *Vacatur* was entered *quoad* the Wife only. 3 *Lev. 36.* *Vide antea, fo. 20. Owen 21.*

Fine levied by Baron and Feme, an Infant of 16 Years of Age of the Wife's Lands vacated on Motion upon Inspection of the Infant,

and Commissioners ordered to be prosecuted.

The Law allows a Fine levied by Husband and Wife, because she is examined of her free Will judicially by an authentical Person trusted by the Law, and by the * King's Writ, and so taken in a Sort as a sole Woman.

Fine by Baron and Feme is allowed, because the Wife is examined of her free Will.

* 23

If a Woman Covert levy a Fine alone as if she were sole, this shall bind her, for that she shall not be received to say she was Covert, though her Husband shall; and may enter and restore the Land to himself and his Wife both. *Hob. 225.*

Fine by Feme Covert alone shall bind, tho' the Husband may enter and restore to both.

OF FINES.

In such Case the Entry of the Husband defeats the whole Estate of the Conu-fee, and re-vests the Estate in the Wife; otherwise it shall her and her Heirs.

If a Feme Covert (as a Feme Sole) levieth a Fine by herself of Land, whereof she is seised in Fee, to another and his Heirs; in this Case, if the Husband doth not enter, the Fine shall bind the Wife and her Heirs for ever; and in the same Case, if the Husband entereth and dieth, the Conu-fee shall not have the Land; for by the Entry of the Husband the whole Estate of the Conu-fee was defeated, and the old Estate of the Wife re-vested in her, and the Husband, seised of the whole Estate as in the Right of his Wife. *Co. lib. 7. fo. 8. Earl of Bedford's Case.*

Such Fine may be avoided after the Wife's Death by Tenant by Curtesy.

The Husband may avoid a Fine so levied after his Wife's Death, during his own Life, if he be Tenant by the Curtesy.

A Feme Covert ought not to levy a Fine but with her true and right Husband.

For if living her first Husband she marry another Man, and with him and by his Name acknowledge a Fine, it shall not bind her, because she is misnamed.

But if she, with her right Husband, by a wrong Christian Name levy a Fine, she is estopped during her Life.

* 24

* If a Jointure be made to a Wife of Lands before the Coverture, and after the Husband and Wife alien by Fine those Lands so conveyed for her Jointure, she shall not be endowed of any of the other Lands of her Husband; but if the Jointure had been made after Marriage, notwithstanding the Alienation by the Husband and Wife thereof by Fine, yet seeing her Estate was originally waivable, and the Time of her Election came not till after the Decease of her Husband, she may claim her Dower in the Residue of his Lands. *1 Inst. 36. b.*

A Fine of the Wife's Lands levied by the Husband alone may be avoided.

Neither ought the Husband without his Wife to levy a Fine of her Lands; for she and her Heirs may avoid it after his Death.

A Man compelled by Threats, &c.

A Man compelled by Threatnings or Imprisonment ought not to be admitted to levy a Fine; if he should, he

OF FINES.

he would be thereby barred, for the Law will intend he was at Liberty, and did it freely. acknowledging a Fine is barred notwithstanding.

A Bishop without his Dean and Chapter, a Dean without his Chapter, a Parson, Vicar, Prebendary or Chantry Priest, without his Ordinary, a Mayor without his Commonalty, or the like, OUGHT NOT to levy a Fine. A Bishop without his Dean and Chapter, &c. ought not to levy a Fine.

Either the Conusor or Conufee must be seised of the Lands aliened; for the Fine is void if neither be seised at the Levying thereof. Either Conusor or Conufee should be seised of the Land.

* Yet the Vouchee, after he hath entered into warranty, may levy a Fine to the Demandant, though in Fact neither of them be seised; for such Vouchee is Tenant in Law, and may confess the Action, because of the Privy between him and the Demandant; but a Fine levied by him to a Stranger is void. * 25 Vouchee after he has entered into Warranty, may levy a Fine to the Demandant.

Persons outlawed or waived in personal Actions may alien by Fine, or otherwise; for their Estates remain in them still, though they thereby forfeit the Profits of their Lands. *Shep. Touch. 7.* Persons outlawed or waived in personal Actions may be Conusors.

Persons ATTAINTED of Treason or Felony may not be Conusors, for their Estates be forfeited; yet such Fines will bind all Persons but the King and the Lord of whom the Land is holden, for their Times, for their Estates remain in them so long as they live. *Id.* Persons attainted of Treason or Felony.

[Yet it seems that Tenant in Tail, having committed Murder, can, between the TIME OF THE STROKE and that of his Conviction, bar the Estate-tail by a Fine. *2 Wils. 219.*]

A Tenant for Life may levy a Fine *sur Grant & Release* of the Lands which he holdeth for Life, to hold by the Conufee for the Life of the Conusor, and it is no Forfeiture; but if the Estate be larger, or the Fine be *sur-Cognizance de droit come ceo, &c.* it is a Forfeiture of his Estate. Tenant for Life, what Fine he may levy.

The Law is the same of Fines levied by Tenant in Tail after Possibility of Issue extinct, Tenant in Dower, or by the Curtesy. What Fine Tenant in Tail after Possibility, &c. Tenant in Dower, or by the Curtesy, may levy.

OF FINES.

* 26

Remainder limited to one at 25 Years, he levies a Fine before, his Heir is barred.

* Devise to *A.* for Life, and when *B.* attains twenty-five Years, to him in Fee;—*B.* before twenty-five, levies a Fine, and after attains that Age, and dies;—his Heir is barred by the Fine, and cannot aver, *Quod partes finis nihil habuerunt*, and the Estoppel found by the Verdict bars as well as if pleaded. *Johnson v. Gabriel*, 3 Cro. 122.

A particular Tenant, as in Dower, by the Curtesy or for Life, cannot by Fine grant and surrender his Estate to him in Remainder or Reversion, but may by Fine grant and release the same.

Tenant in Common and Jointenant, may levy a Fine of his Part; so may a Coparcener, and a Coparcener, may levy a Fine of his Part.

If a Disseisor levy a Fine with Proclamations, and the Disseisee do not within five Years enter or claim, he and his Heirs are barred for ever.

Issue in Tail may levy a Fine.

Issue in special Tail, with Remainder to himself in Fee, in the Life of Tenant in Tail, levies a Fine with Proclamations, and then the Tenant in Tail dies; the Estate Tail is bound and extinct; for the *Stat. 32 H. 8. c. 36.* says, *In anywise entailed to the Person so levying the Fine, or to any of his Ancestors.* 3 Rep. 51. a.

Where the King may levy a Fine.

It has been resolved, that the King being Tenant in Tail by a Gift to any of his Ancestors, being Subjects, may by Fine *Sur Grant & Render* bar the Entail; 1. As the King is bound by the *Statute de donis*, as adjudged in Lord *Barkley's Case*, *Com. 240*, it is reasonable he should take the Benefit of the Acts 4 H. 7. c. 24. and 32 H. 8. c. 36. which enable Tenant in Tail to bar his Issue, 2. A general Statute binds the King for Lands descended to him from any of his Ancestors, being a Subject, but not in the Case of a Royal Descent, except in special cases. 3. The King's Issue at the Time of the Fine are Subjects, and so within the Statute. It seems that the Conusee after the Render ought to have Letters Patent to enable him by express Words to enter; for otherwise, the Fine being executory, it may be doubted whether the Conusee can enter upon the King. 7 Rep. 32.

* 27

What Fine he may levy.

The King may bar an Entail by Fine, but it must be by way of GRANT AND RENDER, and not by immediate Writ of Covenant. 1 Cro. 97.

Smith

OF FINES.

Smith being Tenant FOR YEARS rendring Rent, and Fine by Lessor, seised of Copyhold Tenements under Rent, and also fee for Years seised in Fee of Freehold Lands in the same Vill, will not bar the Lessor. leases all to *A.* for Life, and after levies a Fine with the Lessor. Proclamation of so many Mesuages, &c. as comprised all, purposely to bar the Lessor, &c. of the Inheritance; the five Years past, and the Term expired, but he constantly paid the Rent.

Resolved, the Lessor is NOT barred:

1. As the Makers of the *Stat. 4 H. 7. c. 24.* never intended that Fines levied by Lessees for Years, Tenant by Copy or at Will, not pretending to the Inheritance, BUT PRACTISING TO DISINHERIT their Lessors or Lords, should bar them.

* 2. As the Act is to avoid Strife and Debates, and this propagates them.

* 28

3. If a statute be doubtful, it is good to construe it according to the Reason of the Common Law, which holds all Acts, as well judicial as other, tortious and illegal, if mixed with Fraud, though otherwise lawful of themselves.

4. The Covin was so secretly contrived that the Lessor could not come to the Notice of it; for after the Feoffment he continues the Possession, and pays the Rent, and the Levying the Fine was no great Cause of Suspicion, as he had Lands in Fee there, and it was supposed to be levied of such Lands as it lawfully might; and though it was of a greater Number of Acres, yet that is usual, and perhaps the Lessor knew not the just Quantity. So that the Difference is where the Party comes in BY TITLE, as by Demise, betwixt whom and the Lessor there is a Trust and Confidence, and he contrives the Fraud so secretly that it cannot be known, and where he comes in BY TORT, as by Disseisin, for there he cannot be presumed to be misconfidant.

Lessee for Life levies a Fine with Proclamations; the Lessor has five Years after his Death, though his Title of Entry first accrues by levying the Fine; yet as by the Covin of the Party the Reversion might else be barred, and the Lessor expects not to enter till the Tenant's Death, he hath five Years after.

On Fine levied by Tenant for Life, the Lessor has five Years after his death to enter.

Lessee for Life makes a Feoffment in Fee to *A.* who having other Lands in that Vill, levies a Fine; the Lessor by The like a Fine by

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Resolved, the Lessor is NOT barred:

1. As the Makers of the *Stat. 4 H. 7. c. 24.* never intended that Fines levied by Lessees for Years, Tenant by Copy or at Will, not pretending to the Inheritance, BUT PRACTISING TO DISINHERIT their Lessors or Lords, should bar them.

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3. If a statute be doubtful, it is good to construe it according to the Reason of the Common Law, which holds all Acts, as well judicial as other, tortious and illegal, if mixed with Fraud, though otherwise lawful of themselves.

4. The Covin was so secretly contrived that the Lessor could not come to the Notice of it; for after the Feoffment he continues the Possession, and pays the Rent, and the Levying the Fine was no great Cause of Suspicion, as he had Lands in Fee there, and it was supposed to be levied of such Lands as it lawfully might; and though it was of a greater Number of Acres, yet that is usual, and perhaps the Lessor knew not the just Quantity. So that the Difference is where the Party comes in BY TITLE, as by Demise, betwixt whom and the Lessor there is a Trust and Confidence, and he contrives the Fraud so secretly that it cannot be known, and where he comes in BY TORT, as by Disseisin, for there he cannot be presumed to be misconfidant.

Lessee for Life levies a Fine with Proclamations; the Lessor has five Years after his Death, though his Title of Entry first accrues by levying the Fine; yet as by the Covin of the Party the Reversion might else be barred, and the Lessor expects not to enter till the Tenant's Death, he hath five Years after.

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Lessee for Life makes a Feoffment in Fee to *A.* who The like on having other Lands in that Vill, levies a Fine; the a Fine levied Lessor by Feoffee

OF FINES.

* 29
of Tenant
for Life.

Lessor has five Years after * the Tenant's Death, for he cannot know of what Lands the Fine is levied.

Fine by Lessee for Years no Bar.

Lessee for Years by Practice and Covin enfeoffs A who having other Lands there levies a Fine, and yet the Lessee pays the Rent; the Lessor is NOT barred; for this is a FRAUD apparent;—the Lessor was secure, and had no Cause of Suspicion.

Of Averment against Fines.

Obj. It would be mischievous to avoid Fines by naked Averments. *Answ.* It would be a greater Mischief if such Fines should bind; one may aver Fraud in a Fine by 27 *El. c. 4.* So one may avoid by Averment of Usury. 13 *El. c. 8.* *Fermor's Case*, 3 *Rep.* 78.

In Ejectment upon special Verdict the Case was; Lessee for Years, determinable upon three Lives, makes a Feoffment; the Feoffee levies a Fine, he in the Remainder dies within five Years after the Fine levied, his Heir within Age. If the Heir shall be bound by the five Years attached in his Father's Life-time, or he shall have five Years after his full Age, or five Years after the Term ended? *Catlin in Stowell v. Zouch*, *Plowd.* 353. *b.* lays it down, that where Lessee for Life or Years levies a Fine, the five Years shall commence presently. Lord *Coke* in *Marg. Podger's Case*, 9 *Rep.* 104. make a Difference between the Lessee for Life and Lessee for Years, for in the Case of Lessee for Life he shall have five Years after the Death of Tenant for Life. But *Hale* held, there was no Difference betwixt Lessee for Life, and for Years to this Purpose, for he should have five Years AFTER THE END of either; and the * true reason in these Cases, why this shall not bar, is THE PRIVITY between the Lessor and Lessee; and the Lessee is trusted with the Possession, which is infringed by this unlawful act; and this is the Reason too of *Fermor's Case*, though there be an Ingredient of Fraud in that. Adjudged accordingly, *Whaley and Tankard*, *Trin.* 21 *Car. 2. in B. R. Ro.* 1513.

* 30

A Fine may be levied by Tenant in Fee-simple, Tenant in Tail General or Special, and by Tenant in Remainder or Reversion.

OF FINES.

Of the Conusees.

ALL such Persons as may take by Grant, may be Conusees; as Persons of full Age, Infants, Feme Coverts, Madmen, Lunaticks, Idiots, Men imprisoned, Men out of the Realm, all Corporations and Civil Bodies, Men attainted of Felony or Treason, Men outlawed in personal Actions, Bastards, Clerks, Councils, Aliens, &c. *Shep. Touch. 7.*

If a Fine be acknowledged to a Feme Covert, and she had any better Estate before the Fine, the Fine shall not conclude her from claiming it.

Who may be Conusees.
Feme Covert
Conusee not concluded
from claiming her former Estate

A Dean and Chapter, Mayor and Commonalty, or other Corporation, may be Conusees; but before the Ingrossing the Fine to such Corporation, a Writ ought to be directed to the Justices of the Common Pleas, *quod permittant finem levare.*

Corporations may be Conusees on a Writ to the Justices *quod permittant finem levare.*

* *Of naming the Parties.*

* 31

AS the Names of the Parties must be inserted in Fines and other Instruments, to the End that it may be certainly known who are the Parties thereto, they ought to be named by their right Names of Baptism and Surnames.

But some are named without their Surnames; as *Co. Lit. Charles Duke of Grafton, Spencer Earl of Wilmington, John Lord Delawar.*

Though it be not necessary in Fines to give the Parties their proper Additions of Place, Estate, Degree, Mystery or Occupation; yet if there be two or more in one Parish of the same Name of Baptism and Surname, it is proper, for Distinction Sake, to give them some Addition; as *W. S. the Elder or Younger.* If a Man have two Sons of one Name; or the Father and his Son be of the same name, the Father should not have the Addition of the Elder, but the Son should have the Addition of the Younger; and not the Elder Brother

The Parties
Addition

OF FINES.

Brother but the Younger Brother should have the Addition of Younger.

A Fine levied to *A.* and *Sibel* his Wife (where her Name of *Baptism* was *Isabel*) was holden void. *Shep. Touch.* 7, 8.

* 32

* *What Persons have power to take the Conusances of Fines.*

Who have Power to take the Conusances of Fines.

Stat. de finibus 18 Ed. 1. Stat. 4.

Stat. 4 H. 7.

Stat. of Carlisle, 15 Ed. 2.

THE *Stat. de Finibus*, made 18 Ed. 1. Stat. 4. says, That the Order of the Law will not suffer a Fine to be levied in the King's Court WITHOUT AN ORIGINAL WRIT, and that must be at the least before four Justices of the Bench, or in Eyre, and not otherwise, and in the Presence of the Parties named in the Writ, who must be of full Age, of good Memory and out of Prison.

But by the *Stat. 4 H. 7.* a Fine levied before the Justices of the Common Pleas is good, although there be but two Justices there.

And by the Statute of *Carlisle*, *Enno* 15 Ed. 2. it is enacted,—That as well the Parties Demandant or Plaintiff, as the Tenants or Defendants, that will yield or acknowledge their Right of Lands or Tenements unto others, upon Pleas of *Warrantia Chartæ*, Covenant and other Writs, whereupon Fines are to be levied, before the Justices of the Bench, before such Fines do pass, the Parties shall appear PERSONALLY, so that their *Age, Ideocy, or other Default* [if any be] shall be judged and discerned by the said Justices; Provided that if any Person be by Age or Impotency decrepit, or by Casualty so oppressed and withholden that by NO MEANS he is able to come before the Justices in Court, then two or one of the Justices, by the Assent of the Residue of the Bench, shall go unto the Party so diseased, * and shall receive his Conusance; and if there go but one Justice, he shall take with him an Abbot, a Prior, or a Knight, a Man of good Fame and Credit, and shall certify the Justices thereof by the Record.

* 33

Fines acknowledged either in Court, before the Ch. Just. alone, or before Commissioners.

Fines at this Day are acknowledged either in Court;—before the Chief Justice of the Common Pleas out of Court;—or before Commissioners, by Virtue of a Writ of *Dedimus Potestatem*.

The

OF FINES.

The Chief Justice of the Common Pleas may take The Power
the Conuſance of a Fine out of COURT without any of the Ch. J.
Writ of *Dedimus Poſſetatem*, and yet the Chief Juſtice in taking
of the King's Bench, or any other Judge or Serjeant Fines.
at Law cannot. This ſeems to be by Cuſtom and
Uſage only: for it does not appear that there is any
ſuch ſpecial Authority given to the Chief Juſtice of the
Common Pleas by any Statute.

In *Dyer*, fo. 224. pl. 31. it is ſaid, *Capitalis Juſticiari-
us de Banco ſolus per prærogativam officii ſui poteſt ca-
gere recognitiones finium abſque Dedimus Poſſetatem.*

It ſeems that Juſtices of Aſſiſe, by the general Juſtices of
Words of their Patents, may take and certify Acknow- Aſſiſe may
ledgments of Fines, as appears in *Dyer* 224. pl. 31. take Conu-
But it is ſaid they will not now certify ſuch Fines ſances of
without a Writ of *Dedimus Poſſetatem*. Fines by the
Words of
their Parents

If the intended Conuſor of the Fine, by reaſon of When the
infirmity, or other reaſonable Cauſe, cannot come to Conuſor may
Court to acknowledge the Fine, he may have a *Dedi- have a Writ
mus Poſſetatem*, which is in this Form: of *Dedimus
Poſſetatem.*

* 34
GEORGE the Third by the Grace of God, of This is made
Great Britain, France, and Ireland, King, De- out by the
ſender of the Faith, &c. To our truſty and well-be- Curſitor of
loved Sir *Thomas Clarke*, Knt. and to our beloved *Tho- the County
mas Manwood*, *Philip Knightbridge*, *Mappleſton Bounds*, where the
and *Philip Belts*, Gentlemen, Greeting: Whereas our Lands lie.
Writ of Covenant is depending before our Juſtice or
the Bench, between *T. B. Eſq*; and *M. S. Widow*
P. G. and *E.* his Wife, and *W. C.* and *M.* his Wife,
of one Meſſuage, two Barns, two Stables, one Car,
ſen, one Orchard, ten Acres of Meadow, thirty Acre-
of Paſture, and twenty Acres of Furze and Heaths
with the Appurtenances, in *S.* in the County of *Iſſex*
that a Fine may be levied thereof between them, before
our ſaid Juſtices in the ſame Bench, according to the
Law and Cuſtom of *England*; and the ſaid *M. P. E. W.*
and *M.* are ſo infirm that they cannot, without the
greateſt bodily Danger, travel to *Weſtminſter* to make
the Acknowledgments in this Behalf required at the
Day in our ſaid Writ ſpecified, as we are informed:
We, tendering the Condition of the ſaid *M. P. E. W.*
and *M.* in this Behalf, have given power to you, or
two

OF FINES.

* 35

Nota; you indorse on the Back hereof these Words, viz. The execution of this Writ appeareth in a certain Schedule hereunto annexed.

two of you, to take the Acknowledgements which they the said *M. P. E. W.* and *M.* shall be willing to make before you, or two of you, concerning the Premises; and therefore we command you, or two of you, that going in Person unto the said *M. P. E. W.* and *M.* you take their said Acknowledgments, and when you shall have taken the same, * that you distinctly and plainly under your Seals, or the Seals of two of you, certify our said Justices thereof, that then the Fines aforesaid may be levied between the said Parties of the Premises before our said Justices to the same Bench, according to the Law and Custom above mentioned, sending to the same Justices this Writ. Witness Ourself at *Westminster* the 8th Day of *November* in the 9th Year of our Reign.

Browne.

*Indorsed by the Lord Chancellor
of Great Britain, at the In-
stance of the Defendant.*

A. C.

Though this Writ appears to be granted on a Suggestion that the Party is infirm and unable to travel, yet such Suggestion is very seldom true, the Writ being generally obtained to save the Charge of a Journey to *Westminster*, when the Party lives at a great Distance.

Dedimus Potestatem signed by the Lord Chancellor and Judge of Assise.

This Writ must be signed by the Lord Chancellor or Lord Keeper, and by one of the Judges of the Circuit where the lands lie.

The Conusee may not take the Acknowledgment of a Fine. A Judge or other Person being Conusee of a Fine may not take the Acknowledgment thereof himself; he do, the Fine is void.

Fines only to be levied in the Court of Common Pleas. Fines are to be levied in the Court of Common Pleas only; and therefore all Acknowledgments * there of must be certified to that Court.

* 36

By SPECIAL GRANT Fines may be levied in a bail Court.

But a Fine levied in Ancient Demesne by Custom is void; and so it is, if levied in any other inferior Court.

OF FINES.

For the King would thereby lose his Fine *pro licentia concordandi*. *3 Cro. 117.* A Fine levied before the Bailiffs of *Salop* was reversed as void, it not appearing by what Authority it was levied, for it is in Derogation of the Crown, and the Profits of it *pro licentia concordandi*. *3 Cro. 314.*

By the *Stat. 2 & 3 Ed. 6. c. 28.* Fines may be levied in the County Palatine of *Chester*. Fines in Chester.

By *37 H. 8. c. 19.* Fines may be levied of Lands in *Lancaster*. the County Palatine of *Lancaster*.

And by *Stat. 5 El. c. 27.* Fines may be levied within *Durham*. the County Palatine of *Durham*.

Of Fines Executed and Executory.

EVERY Fine is either Executed or Executory.

A Fine Executed, is such a fine as of its own Force giveth IMMEDIATE POSSESSION, (at least in the Law,) unto the Conusee; so that he hath no need of a Writ of *Habere Facias seisinam* for the Executing thereof, but may enter; of which Sort is a Fine *Sur Cognizance de droit come ceo que il ad de son done*, which is the surest Fine of all.

A Fine Executory is such, as doth not OF ITS OWN Force execute the Possession in the * Conusee; as a

Fine Sur Cognizance de droit tantum, *Fines Sur Done*, Grant, Release, Confirmation, or Render; for if such Fines be not levied, or such Render made unto them that be in Possession at the Time of the Fine levied, the Conusees must sue Writs of *Habere Facias seisinam*, according to their several Cases, for the obtaining of their Possessions. Nevertheless if at the Time of levying such Executory Fines, the Party unto whom the Estate is thereby limited BE IN POSSESSION of the Lands passed thereby, he needeth no Writ of Execution of the same; for then the Fine enures by way of Extinguishment of Right, and alters not the Estate or Possession of the Conusee, but perchance betters it. *5 Rep. 38.*

* 37

Some Fines be single and some double.

BY a single Fine, nothing is granted or rendered back by the Conusees, or any of them, to the Conufors or any of them.

A double

OF FINES.

A double
Fine.

A double Fine contains a Grant and Render back again, either of some Rent, Common, or other Thing out of the Land, or of the Land itself, to all or some of the Conufors for some Estate; limiting thereby many Times, Remainders to Strangers, who are not named in the original Writ.

Fines are also most commonly divided into four Sorts, *viz.*

Fines Sur Cognizance de droit come ceo que il ad de son Done.

Fines Sur Done, Grant & Render.

* *Fines Sur Cognizance de droit tantum.*
Fines Sur Concessit.

* 38

Fine Sur Cognizance de droit come ceo, &c.

A fine *Sur Cognizance de droit come ceo que il ad de son Done*, IS THE BEST, most principal, and surest of all kinds of Fines; by which an Estate passeth absolutely to the Conufee, without rendering any Time back again to the Conufor; and therefore it is said to be single. It is levied with Proclamations, according to the Form of the Statute 4 H. 7 c. 24. and is said to be executed; *viz.* such a Fine whereby the Possession in Law of the Lands contained therein, is immediately transferred to and vested in the Conufee, without the Help of a Writ of *Habere facias seisinam*; so that he may enter. For the Estate is thereby, in Law, in the Conufee, that is to say, to such Uses as are declared in the Deed leading the Uses of the Fine. And unless the Uses of the Fine be declared by Deed or otherwise, it enures to the Use of the Conufor, and shall be in of the old Use; and although it passes Nothing, yet, after five Years and Non-claim, it shall operate as a Bar. 2 Will. 19.

Though it generally implies a Fee-simple, an Estate for Life may be limited by it.

It generally implies a Fee-simple; but it is only by Implication, and therefore there is no Repugnancy to limit an Estate for Life to the Conufee; for the precedent Donation or Feoffment, which is supposed, might be for Life only, or in Tail, and the general Intendment of the Conufance may be qualified by an express Limitation. Salk. 340. 341.

* 39
A Fine *Sur Done Grant & Render.*

* A Fine *Sur Done, Grant & Render*, is that which is called a double Fine, being in a Manner two Fines; *viz.* *Sur Cognizance de droit come ceo, &c.* and a Fine *Sur Concessit.*

OF FINES.

Concessit, formed into one; whereby the Conufee, after Release and Warranty made to him by the Conufor, both grant and render back to the Conufor the Lands, &c. or some Part thereof; and many Times limiting thereby Remainders to Perfons that are Strangers, and not named in the Writ of Covenant. This Fine is partly Executed, and partly Executory, and hath Proclamations; and is, as to the first Part, of the same Nature with a Fine *Sur Cognifance de droit come ceo*, &c. But as to the second Part, containing a Grant and Render, it is taken in Law to be rather a PRIVATE Conveyance or Charter, than to have the Force of a Fine. *Tey's Cafe. 5 Co. 38.*

If Tenant in Tail and a Stranger levy a Fine to *A.* who grants and renders to the Stranger for Years, rendering Rent, and by the same Fine grants the Reversion and Rent to the Tenant in Tail; it is good, though all by the same Fine, and at an Instant;—for in Judgment of Law the Lease preceded the Grant of the Reversion. *Rep. 174. b.*

The Render may be to one Conufor for Years, reserving a Rent, and Reversion and Rent to the other Conufor.

W. and *G.* levy a Fine *Sur Cognifance de droit come ceo*, and the Conufee renders to *W.* in Tail, reserving a Rent; and further, *Concessit quod tenementa præd' integre remanebunt* to *G.* in Fee, if *W.* dies without Issue of his Body. *Resolved*, This being by Fine, the Reversion and Rent pass; but if such Limitation * be by deed, the Rent is good to the Donor, and the Remainder only goes to the Stranger; but *aliter* in Fines; and this shall be taken as several Fines. *White and Gerish, 1 Cro. 27, 792.*

The like on a Render in Tail.

A Render with Warranty was refused by the Officer, not usual; but ruled it should pass; for tho' he that renders be to have no Benefit, yet he may warrant if he will. *3 Cro. 17.*

* 40

T. T. and *E.* his Wife levy a Fine to *R. D.* and *T. C.* divers Manors, &c. and in the Fine divers Grants and Renders were made, and in the third Render the Manors were rendered to *T.* and *E.* his Wife in Tail, and by the fourth Render they were granted to *E.* in Tail, with Remainder over; and after the Death of *T. W. T.* his Brother and Heir brought Error.

Fine Sur Grant & Render, the Render is repugnant.

Obj. These two Tenders are repugnant, and a Fine like a Judgment, a *Scire Facias* lies to execute it, *Et oportet*

OF FINES.

oportet quod certa res deducatur in iudicium:—if there be two Demandants, and the Court adjudge one and the same Thing to each Demandant severally, it is Error, as the Court knows not to whom to grant Execution.

Needs not
such strict
Form as a
Writ of Judg-
ment.

Ref. That a Conufance of a Fine and a Grant and Render shall have the same Constrution as other Conveyances between Party and Party, and is a Conveyance of Record, and NEEDS NOT SUCH A STRICT FORM as a Writ or Judgment. And therefore if a Fine to two and their Heirs be accepted, or if the Conufance of Right be to two, or if a Fine be upon a Condition; in all these Cafes the * Fine shall stand, and shall not be reversed in Error, for this Cause; for *fieri non debuit, sed factum valuit*. (yet these Fines may be refused.)

* 41

Where the
Party may or
may not assign
Error on a
Fine.

Conufor shall not assign Error in the Grant and Render by which he takes an Estate, nor the Conufee in the Conufance; nor shall the Recoveror defeat the Record in which he recovers; for the Judgment in the Writ of Error is to be restored to all that he loses by the Fine or Judgment, and not to avoid and lose what he has gained by the Fine or Judgment. *Tey's Case, 5 Rep. 38.*

For what
Matters a
Fine shall not
be reverfible
by Error.

No Fine, or Proclamations upon a Fine, shall be reverfible by any Writ of Error, for false or incongruous Latin, Rafure, Interlining, Mis-entering of any Warrant of Attorney, or of any Proclamation, Mis-returning or not Returning of the Sheriff, or other Want of Form in Words, and not Matter of Substance. *Stat. 23 Eliz. c. 3. feft. 2.*

If the Conufee of a Fine doth grant and render the Land to the Conufor, the Wife of the Conufee shall not be endowed, for it is not poffible that the Husband could have endowed his Wife of fuch an Estate as the ufual Pleading is,—*Quia dicit quod W. quandam vir fuus nunquam fuit feifitus de tenementis de tali ftatu ita quod eandem A. inde dotaffe potuit.* 1 Inft. 31. b. Lib. intration. 225.

Fine with
Grant and
Render is
tantamount to
a Feoffinent
and Re-in-
feoffinent,
and creates a
new Estate.

H. was feifed in Fee as Heir *ex parte maternâ*; he and his Wife levied a Fine to *A.* and *B.* with Warranty.—*A.* and *B.* by the same Fine granted and rendered the Lands to the Husband and Wife in Tail, Remainder * to the Heirs of the Husband; the Husband and Wife died *fans* Issue, and the Question was, Whether the Heir *a parte paternâ*, or *a parte maternâ*, should take these Lands. It was argued on the one Side, that the

* 42

Seifin

OF FINES.

Seisin of the Conufee is fictitious; for if the Conufee were Tenant for Years, the Term would not be thereby extinguished; and he is like to the Surrenderee of a Copyhold, nothing but a mere Instrument; therefore nothing is altered by the Fine, but the Use and Estate remained as before. On the other Side it was said, That the Conufee could not render if he had not the Estate in him, and that it is a Re-infeoffment; and of this Opinion was the Court, who held, that the Estate was once in the Conufee; and the Fine and Render is a Conveyance at Common Law, and the Render makes the Conufor a new Purchaser as much as a Feoffment and Re-infeoffment at Common Law. *Salk. 337.*

A Fine *Sur Cognifance de droit tantum* is levied without Proclamations, is Executory, and much of the Nature of a Fine *Sur Conceffit*. It is used commonly by Tenant for Life, to make a Surrender of the Lands to him in Remainder or Reversion; and sometimes it is expressed by such Fine that the particular Estate is in another, and that the Conufor willeth that the other shall have the Reversion, or that the Land shall remain to the other after the particular Estate spent.

A Fine *Sur Conceffit*, is where the Conufor is seised of the Lands, and the Conufee * hath no Freehold therein, but it passed by the Fine;—it is without Proclamations, and Executory;—for the Conufee must have a Writ of *Habere facias seisinam* for obtaining the Possession. *West. Sym. P. 2. f. 30, 66.*

The Chirographer refusing to make out the Indentures on a double Fine *Sur Cognifance de droit come ceo, &c. and Sur Conceffit*, *Wright*, Serjeant, moved, that the Fine might pass; insisting that a Fine is in the Nature of a Conveyance, and that the Party may have it in what Manner he pleases at his Peril. *Cur.* This Sort of double Fine is unprecedented; if the Party will, the Fine may pass as a Fine *Sur Cognifance de droit come ceo, &c.* striking out the *Sur Conceffit*; which *Wright* agreeing to, a Rule was made accordingly. *Lazenby and Knight, East. 8 Geo. 2. Barnes 144.*

A Fine *Sur Cognifance de droit tantum.*

A Fine *Sur Conceffit.*

* 43

A Fine *Sur Cognifance de droit come ceo, &c. and Sur Conceffit* unprecedented.

OF FINES.

Of what Things a Fine may be levied.

Of what Things a Fine may be levied. Shep. Touch. 10.

FINES may be levied of all Things inheritable being *in esse tempore Finis*, and certainly expressed in the Writ; as of an Honor, Manor, Island, Barony, Castle, Messuage, Cottage, Mill, Toft, Curtilage, Dovehouse, Garden, Orchard, Land, Meadow, Pasture, Wood, Underwood, Chapel, River, Parsonage, Rectory, Advowson, Vicarage, Tithes impropriate, Estovers, Foldage, Sheep-walk, Corody, Office, Fishing, Warren, Fair, Mine, View of Frankpledge, Waifs, Strays, Felons Goods, Hospital, Furzes * and Heath Moor, Rent, Common, Hundred, Way, Ferry, Franchise, Seigniori, Toll, Tallage, Picage, Pontage, Services, Portions of Tithes, Oblations; and the like. But a Fine levied of Ancient Demesne Lands will not be good.

Rent-Charge A Fine may be levied of a Rent-Charge which had no Being before. 21 E. 3. 44.

Chief-Rent. Or of a Chief-Rent, or other Rent in Being. 18 E. 4. 22.

Seigniori. Or of a Seigniori. 48 E. 3. 23.

Acquittal. Or of an Acquittal. 57 E. 3. 23.

Chantry. Or of Chantry. 38 E. 3. 33.

A Reversion or Remainder so they may of a Remainder or Reversion. 42 E. 3. 7. 44 E. 3. 45.

And a Reversion or Remainder will pass by the Name of the Lands. 43 E. 3. 22.

Quid juris clamat. But where a Fine is of a Reversion or a Remainder, the Conusee must sue out a *Quid juris clamat* against the Tenant to compel him to attorn ^a.

^a Nota; these Fines are now good without Attornment of the particular Tenant, by the Stat. 4 & 5 Ann. for Amendment of the Law; so there is now no Occasion for a *Quid juris clamat*, *Quem redditum reddit*, or *Per quæ servitia*.

When it is of Rent, a Writ *Quem redditum reddit* and where of a Seigniori or Services, *Per quæ servitia* to compel the Tenant to attorn.

Fine by Tenant in Tail in Remainder. Lady *Gresham* was Tenant for Life and *Richard Read* Tenant in Tail in Remainder; *Read* levied a Fine to Judge *Windham*, who before the Ingrossment (as he ought brought

OF FINES.

Quid juris clamat against Lady Gresham, Tenant for Life; who pleads that * the Conufor had only a Remainder in Tail, and prayed Judgment if she should be compelled to attorn. Upon Demurrer it was adjudged, that the Tenant for Life should attorn; (altho' this was a good Plea before the *Stat. 4 H. 7. and 32 H. 8.* for the Tenant before those Statutes could not be compelled to attorn to an Estate which passed then illegally) but now the Fine of the Remainder-Man in Tail is legal; and as the Statute has made the Fine a Bar after Ingrossment and Proclamations, the Statute gives all the Incidents thereto.

And though the *Quid juris clamat* must be brought before the Ingrossing & *sic non constat*, whether the Fine be with Proclamations or not; yet resolved,

1. That all Fines shall be intended to be levied with Proclamations, as most beneficial.

Cannot have it after Ingrossment, may have it before.

* 45

2. The Statute which makes the Bar gives all Incidents, and seeing the Conufee cannot have a *Quid juris clamat* after the Ingrossment, he shall have it before; for the Statutes have altered the Reason of the Common Law, and given greater Force to Fines. 3 *Rep. 86.*

Conufee brings a *Quid juris clamat*, and dies before Attornment, his Heir brings a new Writ, an Attornment is had for Part, (the Tenant claiming Fee in the Rest, which the Conufee allowed) and the Fine is ingrossed. *Obj.* The Conufee only had the Election to have it a Fine with Proclamations, not the Heir. *Non alloc'*; for it is for his Benefit, and the Statute restrains * not. 2. *Obj.* Judgment is that the Fine be engrossed for Part, and it is engrossed for all. *Non alloc'*; for he might have the Fine engrossed without a *Quid juris clamat*, and the suing it is only for his Advantage, and he may have it all engrossed. *Wakefield and Hodgson, 3 Bro. 692.*

Judgment on a *Quid juris clamat* for Part and the Fine ingrossed for the Whole.

* 46

Quid juris clamat by the Heir of Conufee.

Entry of Attornment, unless in Appearance in Person, or by Attorney, warranted, &c. on a *Quid juris clamat*, &c. void.

No Attornment in or upon any Fine is to be entered upon Record, except the Party mentioned to attorn herein, first have appeared in the Court in Person, or by Attorney, warranted by the Hand of one of the Justices of the one Bench or the other, or of one Justice of Assize, upon a Writ of *Quid juris clamat*, *Quem redd-tum reddit*, or *Per quæ servitia*, as the Case requires: And every Entry of Attornment hereafter to be

D

made,

OF FINES.

made, where there shall be no Appearance as aforesaid, shall be utterly void and of no Effect, without any Writ of Error or other Means to be used for the avoiding thereof, *St. 23 El. c. 3. sect. 5.* But See 4 & 5 *Ann.* for Amendment of the Law.

Fine of Ecclesiastical Revenues.

Fines may be levied of the Inheritances or Freeholds of Parsonages, Vicarages, Portions, Pensions, Tithes, Obations, or any other Ecclesiastical Profits made, Temporal, and admitted to abide in Temporal Hands and Lay Uses, by the Laws and Statutes of the Realm.

Of several Purchases passing by one Fine.

All such Things whereof a *Præcipe quod reddat* lieth, may pass by a Fine. *Shep. Touch. 10.*

* 47

Land bought of divers Persons may pass in one Fine, and then the Writ of Covenant must be brought by all the Vendees against * all the Vendors; and every Vendor must warrant against him and his Heirs only; for it is absurd that one Man should warrant the Sale of another without Consideration.

And such joint Fines seem reasonable, especially where the several Purchases be of so small Value as the Charges of a Fine would exceed the Value of some of them. But this seems to be a Matter *Ex gratiâ.* See the following Order.

Recital of Profit to the Crown by Fines.

WHEREAS great Numbers of her Majesty's Subjects, upon their purchasing of Lands and Tenements, have for their better Assurance used to pass their Conveyance by levying of Fines according to the Law and Statutes in that Behalf provided, whereby her Highness hath had yearly great Commodity by the Fines and Post-Fines thereupon arising;

And of a late Contrivance to pass in one Fine Lands purchased by several Men of several Persons.

Divers Attornies and Solicitors have now of late devised and contrived to pass in one Fine Lands and Tenements purchased and bought by divers several Men of divers several Persons, the one being a total Stranger to the other's Purchase; by which Kind of Practice, where her Majesty should have the Profit of three or four Post-Fines, or more, by Reason of this including so many in one, her Highness will receive now but one, and also shall lose the Profit of the Seals of so many Writs; and also the Right Honourable the Lord Chancellor, the Master of the *Rolls*, and the Justices of Assize, shall lose very much of their Fees due unto them, and divers Officers of the Chancery and * Common Pleas shall be very much prejudiced:

* 48

O F F I N E S.

To prevent the Practice likely in Time to grow to the great Damage of her Highness, and great Numbers of others, it is by the Right Honourable Sir *Christopher Hatton*, of the most noble Order of the Garter, Knt. Lord Chancellor of *England*, ordered, That if any Note be brought to any of the Curfitors to pass any Writ of Covenant, which shall contain any more than one Demandant and one Deforciant, (except Coparceners, Jointenants and Tenants in Common) that such Curfitors or Curfitor shall make stay of passing the said Writ of Covenant until the Concord of the same be brought under the Justice's Hand unto them or him; and then if it shall appear that there are several Warranties contained in the same Concord, or upon Examination, or otherwise, that the Parties contained in the Fine be not Coparceners, Jointenants, or Tenants in Common, that then the said Curfitors or Curfitor shall (except the Party who shall pursue the same will sue forth so many Writ as the due and orderly Proceeding shall require) make stay of proceeding in, or passing the same.

Curfitor not to pass Writ where more than one Demandant and one Deforciant, until the Concord be brought to him; when if several Warranties appear, or the Parties be not Coparceners, &c. Curfitor, (except the Party shall sue out Proceedings.

several Writs) to stay Proceedings.

C. Hatton, Cancellar'.

Fines may not be levied of Things uncertain; as of *Tenementum*. a Tenement, or Hereditament.*

Nor of Lands given in Tail by the King; for it is void against the Issue in Tail, and the King.

* 49
Fine of Lands given in Tail by the King void.

Nor of Lands restrained from being sold by Act of Parliament. 32 H. 8. c. 36.

Nor of Lands of the Husband, or his Ancestors, assured for Jointure, Dower or in Tail, to any Woman, by Means of her Husband or his Ancestors; for such a Fine worketh a present Forfeiture of her Estate, if she grant a greater Estate than for her Life. 11 H. 7. c. 20.

Fine by a Feme other Jointure, Dower or Estate in Tail of the Gift of the Husband, a Forfeiture.

Nor of Lands in Ancient Demesne; for if any Fine be levied, it may be reversed by Writ of Disceit brought by the Lord of Ancient Demesne, and thereby he shall be restored; and it seemeth to be void against the Parties, *Quia coram non judice*.

Fine of Lands in Ancient Demesne void.

D 2

But

To

OF FINES;

But if such Fine be of Lands in Ancient Demefne, and of Lands at the Common Law, it fhall be good for the Lands at the Common Law.

By what Names Things may pafs in a Fine.

By what
Names

Things may the Manor of *T.* *Shep. Touch. 11.*
pafs, An Honor.

AN Honor may pafs by the Name of a Manor, or by its proper Name, as of the Honor of *T.* or of the Manor of *T.* *Shep. Touch. 11.*

* 50

A Manor may alfo be demanded by its proper Name, without naming the Town wherein it lieth; for it may be out of any * Town or extend into feveral Towns and Counties, as of the Manor of *D.* with the Appurtenances. Yet it feems beft to exprefs all the feveral Towns into which it extends; as of the Manor of *D.* with the Appurtenances in *D.* and *E.*—for if any of the Towns into which the Manor extends be omitted, nothing of the Manor in the Town omitted paffes.

A Caſtle or
Hundred.

A Caſtle or a Hundred may be Parcel of a Manor, and pafs by the Name of the Manor whereof they be Parcel; and one Manor may be Parcel of another; and a Caſtle may be demanded by its proper Name; as of the Caſtle of *B.* with the Appurtenances.

Hundred.

A Hundred may be demanded by itſelf; as of the Hundred of *S.*

A Meſſuage.

A Meſſuage is a Dwelling-houſe; by the Name of a Meſſuage may pafs a Curtilage, a Garden, an Orchard, a Dove-houſe, a Shop, a Mill, as Parcel of a Houſe. The like of a Cottage, a Toft, a Chamber, a Cellar, &c. yet they may be demanded by their ſingle Names. *Shep. Touch. 12.*

A Chapel or
an Hoſpital.

A Chapel or an Hoſpital may be demanded by the Name of a Meſſuage;

A Toft.

A Toft is the Place wherein a Meſſuage hath ſtood.

ACurtilage.

A Curtilage is a Garden, Yard or Fold, or Piece of void Ground lying near and belonging to a Meſſuage.

A Mill.

A Mill is good, without ſaying a Wind-mill or a Water-mill; though the latter be more uſual.*

* 51

A Reverſion
Land.

A Reverſion by the Name of the Land or otherwiſe. Land is to be demanded by the certain Meaſure of the ſuperficial Quantity thereof; as a Hide, Carve or Plough-land, Oxcgang, Yard, Acre, Rood of Land.

In

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In like Manner Wood, Underwood, Heath, Moor, Wood, Underwood, Rush, Marsh, Alder and Broom, may be demanded by the Number of Acres thereof.

Heath, Moor,
Rush, Marsh,
Alder, Broom.

Turbary may be demanded by the Name of Moor. Turbary.

Rent may be demanded by the Number of Things which are to be rendered; as Ten Pounds, Ten Shillings, Sixpence, and the like. Rent.

House-boot, Hay-boot and Plough-boot, may be demanded by the Name of Estovers, thus:—*Of reasonable Estovers in Woods, to wit, in ten Acres of Wood of the said A. in D. &c.* Estovers.

Parsonages, Rectories, Advowsons, Vicarages, or Tithes impropriate, pass not by the Names of the Advowson of the Church, but *Of the Rectory of the Church of S. with the Appurtenances.* A Parsonage.

But when it is but of a Presentation, it must be *Of the Advowson of the Church of S. and not with the Appurtenances.* A Presentation.

And of all Vicarages endowed, the Writ must be *Of the Advowson of the Vicarage of the Church of S. and not with the Appurtenances.* A Vicarage.

A Vicarage not endowed passes under these Words, *Of the Advowson of the Church of S. &c.**

If an entire Manor, Messuage, or other intire Thing be divided or parted, and after a Fine is to be levied of some of the Parts of the Thing so severed, the Fine must not be *de medietate*, or *de quarta parte*, or other Part of the Manor, Messuage, or other Thing; but such Part must be demanded by the name of the whole Thing; as, if the Manor of *D.* be divided into two Parts, the Fine of the one Part (if the Division be so made that the Manor of the Part be not extinct) must be *de manerio de D.* So if a Messuage and twenty Acres of Land be divided into two Parts, the Fine of the one Part must be *de uno messuagio & decem acris terræ, &c.* And not *de medietate unius messuagii & viginti acrarum terræ*; for the Things newly divided from the Rest are now become whole Things by themselves, though less in Quantity than the Whole was before the Division. * 52 Parts severed

If a Thing be twice named in a Writ of Covenant, it hurteth not; as a Manor and a Hundred, Parcel of the same Manor. 27 H. 8. 2. Twice named.

If

OF FINES.

The Place
where, &c.

If Lands in divers Counties pass, there must be several Writs of Covenant thereof accordingly, and but one Concord.

The Place where the Lands lie is Part of the Name and Description thereof; as the Shire, Town, Parish or Hamlet; for a Fine is good in a Hamlet, 38 E. 3. fo 19. 8 E. 4. fo. 6. & 7 E. 6. Br. Fines 44 & 91. Or in a Town decayed. 7 E. 6. Br. Fines 91.

* 53

* Nevertheless it is good to name the Town wherein the Hamlet is, and that with Addition;—for Distinction, if there be divers Towns of the same Name in the same County.

For all these particulars, see 2 West's Prec. sect. 26. Shep. Touch. 11, 12.

A. seised of Lands in the Vill of S. and of Lands in the Vill of W. which was in the Parish of S.—bargains and sells all his Lands in S. and Covenants to levy a Fine. Adjudged, Nothing passes of the Land in W. by the Bargain and Sale; and a *Præcipe* of Lands in S. is intended of the Vill, not of the Parish. *Stork v. Fox*, 2 Cro. 120. 2 Ro. Abr. 54.

A. by Fine grants Common of Pasture to B. for twenty Cattle in *Arscomb*, which is only the Name of a Close, and no Vill or Hamlet, or Place known out of a Vill or Hamlet; yet adjudged good; for this is the Agreement of the Parties, and no Exception to it, but the Fine is drawn and passed, and so is well enough. *Monk and Butler*, 2 Cro. 574. 2 Roll. 19. 1 Cro. 270.

If a Manor extend into divers Towns, as A. B. C.—you must express all or none;—as *Of the Manor of S. in A. B. and C.*—for if any of the Towns be omitted, none of the Manor in that Town passeth. Yet a Fine *Of the Manor of S. with the Appurtenances*, would have carried the whole Manor. 9 E. 4. 6.

* 54

But if a Man have two Manors of one Name, as *North S.* and *South S.* he should in the Writ express certainly which of them * he intends to pass by the Fine. 47 E. 3. 12 H. 7. 6.

OF FINES.

Of placing the Parcels in a Writ of Covenant.

WHEN many Things pass by one Writ of Covenant, the following Rules must be observed : Of placing the Parcels in the Writ. Worthiest.

First, The most worthy Things must be placed before Things less worthy; as a Messuage before Land, a Manor before a Messuage, a Castle before a Manor. 7 H. 6. 39. Plow. 168, 169.

Secondly, Things general, before Things special; as Things general (being the General or Genus to Meadow, Pasture, Wood, *Juncaria Mariscus*, Rush and Marsh) is first to be placed; and Wood (being the General to Wood-Grounds; as *Alnetum*, *Salicetum*, &c. Alder and Willow) is to be set before them in the Writ.

Thirdly, Whole or entire Things are to be set down before their Parts; as *de manerio de C. & medietate manerii de B. cum pertinen'*. &c. of the Manor of C. and a Moiety of the Manor of B. with the Appurtenances, &c. Whole Things and Parts.

Fourthly, Parts of Things excepted must follow those Things out of which they are excepted. And if there be divers Parcels in one Writ, that Parcel out of which the Exception is to be made ought to be the last placed. Reg. fol. 6. As *de manerio de D. cum pertinen' in C. (excepto uno messuagio, duabus acris terra, & advocacione Ecclesie de C. &c.)* * *Of the Manor of D. with the Appurtenances in C. (except one Messuage, two Acres of Land, and the Advowson of the Church of C. &c.*

* 55

Every Thing excepted ought to be certainly named. It needeth not to say, *cum pertinen'*, with the Appurtenances, after the Thing excepted. 40 E. 3. 25.

The Exception must always be of such Things Appurtenant whereof the Writ will lie, and be mentioned therein. Plow. fo. 361. a. 362. b. 370. Reg. fo. 228, 229. Of which for the present see the following Example :

Surry, ' **C**OMMAND C. D. that justly, &c. he perform to A. B. the Covenant made between them, of one Messuage, one Cottage, and of the Moiety of one Messuage and of ten Acres of Land, with the Appurtenances, except one Acre of Land in N' &c.

And finally, the Form and Order of placing the Particulars in a Writ of Covenant, is exactly the same as in a *Præcipe quod reddat* of Lands.

And

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And further, observe the Rule in the *Register*, fo. 2. a. which partly appeareth in these Verses :

<i>suagium,</i>	<i>tum</i>	<i>lendum</i>	<i>lumbare</i>	<i>dinum,</i>
<i>Mef</i>	<i>Tof</i>	<i>M</i>	<i>Co</i>	<i>Gar</i>
<i>ra,</i>	<i>tum,</i>	<i>tura,</i>	<i>cus</i>	<i>ra,</i>
<i>Ter</i>	<i>Pra</i>	<i>Paf</i>	<i>Bof</i>	<i>Brue</i>
<i>ria</i>	<i>cus,</i>	<i>tum,</i>	<i>caria</i>	<i>Mora.</i>
<i>Junca</i>	<i>Marif</i>	<i>Alne</i>	<i>Ruf</i>	<i>Red</i>
<i>Seftare priora.</i>				

* 56

* See 2 *West's Prec. feft.* 28. *Shep. Touch.* 13.

The Writ of Covenant must bear Teſte before the Writ of *Dedimus Poſtſtatem.* 35 H. 8. *Br. Fines.* 116.

Amendment of Fines.

Gray and his Wife levied a Fine of the Manor of *E.* and a great Number of Acres of Land, &c. of the yearly Value of twenty Marks, to *Nicholas Bohun.* The Fine *pro licentia concordandi* being 40 s. was paid, but in entering it upon the Writ of Covenant the Manor was omitted; and for this Miſpriſion a Writ of Error was brought, and the Transcript of the Fine certified, and Error aſſigned (*inter alia*) in that Point; —for that the King's Silver was not paid as well for the Manor as for the Tenements. Afterwards the Juſtices of the Common Pleas were moved in open Court to amend the Fine, and it appearing to be but the Miſpriſion of the Clerk who entered the King's Silver, and that the Sum of 40 s. was in Truth the Fine, as well for the Manor, as for the Reſidue; and that the Value entered upon the Back of the Writ of Covenant, is the Warrant for entering the King's Silver; and though the Transcript of the Fine was removed by the Writ of Error, yet as the Body of the Record remained in the Common Pleas, the Entry was amended. 5 *Rep.* 43. b.

In the Teſte of the Writ of Covenant.

Alſo the Writ of Covenant was amended, and made *Teſte me ipſo* inſtead of *Dede me ipſo. Id.*

See the ſame Caſe for ſeveral other Amendments.

Teſte of Writ of Covenant.

* 57

* A Writ of Error was brought to reverſe a Fine. It was aſſigned for error, that the Writ of covenant bore Teſte the 24th of *April*, and was returnable 15 *Pafcha*, (which was on the 15th Day of *April*) and ſo the Return before the Teſte. It was reſolved *per totam Cur'*, That it ſhould be amended; for Fines and Common

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on Recoveries are but common Assurances had by mutual Consent of the Parties, and therefore such surrenders may be amended. *Gage's Case*, 5 *Rep.* 45. *Id.* 1 *Salk.* 52, 53.

Teste of the Writ of Covenant was after the Teste the *Dedimus Potestatem* adjudged Error. *Goborne and Wright*, 3 *Cro.* 740.

Two Fines were levied of Lands in the Island of *Fines amend-*
Antigua, described thus: *In insula de Antezoa in America* ed by striking
in partibus transmarinis, viz. in Paroch' Stæ. Mariæ out the
in Com' Midd'. Error being brought to reverse Words, in
the Fines, *Chapple* Serjeant, for the Conusee, moved *America in*
the Court, that the Fines might be amended by striking *partibus*
out the Words, *in America in partibus transmarinis,* *transmarinis.*
which was ordered accordingly, on hearing *Eyre* and
Wright, Serjeants, for the Plaintiffs in Error, and
reading the Articles between the Parties to the Fine for
conveying and assuring the Land. *Foster v. Pollington*,
10 Geo. 3. al' Foster & al' v. Brooke & Ux', *Easter* 8 *Geo.*

See *Barnes*, Tit. *Fine*, fo. 143. S. C.

On the first of *October* 1770. in the Vacation after
Trinity Term, 10 *Geo. 3.* a Fine of Lands was taken The Court
and acknowledged by *Dedimus Potestatem*; in which Sir refused to
John Eardley, * *Wilmot* (then *Ld. Ch. Justice of C. B.*) alter a Fine
and others were Conusors; which were passed, en- from *Trinity*
rolled and recorded as a Fine of *Trinity* Term, 10 Term to
Geo. 3. Sir *John* had nothing in the Lands, until some *Michaelmas*
time in the Vacation after, viz. A few Days before he Term follow-
acknowledged the Fine; therefore in the Deed to lead ing.
the Uses thereof, it was properly covenanted by the * 58
Parties, that the Fine should be levied of *Michaelmas*
Term, 11 *Geo. 3.* then next; but by Mistake it was
made and recorded, as above, a Fine of *Trinity* Term,
Geo. 3.

Upon producing the Deed to lead the Uses of the
Fine, and shewing the Mistake, *Serj. Burland* moved
the Court in *Michaelmas* Term, 12 *Geo. 3.* that the
Fine might be altered, and made a Fine of *Michaelmas*
Term, 11 *Geo. 3.* according to the Covenant in the
Deed. But, by *Ld. Ch. J. De Grey*, and the whole
Court, this is not a Motion to AMEND a Fine, but to
make a NEW Fine; For the late *Ld. Ch. J. Wilmot*, *Nil*
quit in tenementis, in the Term when the Fine was
levied and is recorded; and altho' it might operate as a
bar to himself, yet, as to Strangers *nil operatur*: So
that

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that the granting this Motion might be of the utmost ill Consequence to Strangers. Serj. *Burland* took nothing by his Motion.

Writ of Covenant made out by the Cursitor.

* 59

The Writ of Covenant, which is the Writ on which a Fine is generally acknowledged, is made out by the Cursitor of that County wherein the Lands lie, and for that Purpose you deliver him a *Præcipe*, naming the Parties and the Lands, in this Form:*

Præcipe for a Writ of Covenant.

Cambridgeshire, 'COMMAND S. B. [*the Conusor*] that to wit. 'Justly, &c. he perform to J. P. ' [*the Conusee*] the Covenant made between them of one ' Messuage, one Stable and one Garden, [*the Parcels intended to pass by the Fine*] with the Appurtenances in ' E. And unless', &c. Ret'—

The Writ of Covenant is seldom bespoke, or made out, until after the Fine is acknowledged, except where the Conufance is taken at Bar; the Conufance must be made before the Return of the Writ of Covenant.

Where the Fine is acknowledged before the Chief Justice out of Court, or before Commissioners by Virtue of a *Dedimus Potestatem*, you leave the *Præcipe* and Concord acknowledged with the Cursitor, and he takes Care of the Teste and Return of the Writ of Covenant.

Death of any of the Parties before the Return of the Writ of Covenant is a Countermand of the Conufance; and if it be after recorded, it is erroneous, and may be assigned for Error, where the Conufance is before Commissioners; as that is not against the Record, for he may die after Conufance, and before the Return of the Writ; *aliter* where the Conufance is in Court, as that is always after the Return. 3 Cro. 468. 2 Ld. Raym. 872. S. P. 1 Barnes 141.

* 60

If a Fine be acknowledged before Commissioners in the Country in the long Vacation, and before the next Term the Conusor dies, though no Writ of Covenant was sued, * nor King's Silver entered, yet the Court of Common Pleas will permit the Conusee to enter the Fine as of the *Trinity* Term preceding. 2 Ld. Raym. 850.

There must be fifteen Days between the Teste and Return of this Writ: And the Teste must not be on a Sunday, or any Day that is not *dies juridicus*.

Teste

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Teste of the Writ of Covenant was after the Return adjudged Error. *Gage and Tawyer*, 5 Rep. 45. Where the Teste of the Writ of Covenant was after the Teste of the *Dedimus Potestatem* adjudged Error. *Goborne and Wright*. 3 Cro. 740.

A Fine may be levied on a Writ of Right Close, or On what in any REAL Action, but not in an Original in a Per- Writ a Fine sonal Action. The common Writ of Covenant on may be levied. which a Fine is levied is not a Personal but a Real Action; for tho' it is to have Damages for a Breach of Covenant, as in Personal Actions, yet it is to have an Execution and Performance of the Covenants. *Salk.* 340.

Of the several Forms of Concords.

THE Concord is the very Agreement of the Parties, declaring in what Manner the Lands shall pass. The Concord

When a Fine is acknowledged to divers Conusees, Where divers the Right shall be limited to ONE of them only; and Conusees, the the Estate limited to his Heirs only whose Right it is Right to be acknowledged to be; as thus, *Vide 2 West's Prec. sect.* to one and his Heirs only. 30. *Shep. Touch.* 15. f. 5.

* And the Agreement is such, to wit, That the afore- * 61
said *A.* hath acknowledged, the aforefaid Tenements, Concord from
with the Appurtenances, to be the Right of him the one Conusor
said *B.* as those which the said *B.* and *C.* have of to two Conu-
the Gift of the aforefaid *A.* and those he hath re- sees.
mised and quit-claimed from him the said *A.* and his
Heirs to the aforefaid *B.* and *C.* and the Heirs of the
said *B.* for ever. And moreover the said *A.* hath
granted for him and his Heirs, that he will warrant
to the aforefaid *B.* and *C.* and the Heirs of the afore-
said *B.* the aforefaid Tenements, with the Appur-
tenances, against him the said *A.* and his Heirs for
ever. And for this, &c.

Baron and Feme enfeoff *A.* and *B.* by Deed, *Haben-* Feoffment to
dum to them and their Heirs, and then levy a Fine to two, *Haben-*
them and the Heirs of *A.* This is no Conclusion, but *dum* to them
that the Fee is in both as before: 1. Because they had and their
a Fee before by the Feoffment, and so the Fine enures Heirs. Fine
but to them and
the Heirs of

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one of them, but as a Release. 2. The Conufance to them and the the Fee is in both. Heirs of the one Come ceo, &c. is confiftent with the Eftate they had before; for if both had *droit*, i. e. Right, one had Right. 3. Fines cannot be otherwise paffed; for the Fee muft determine in fome one Perfon in certain. 4. It is not Executory, but only to extinguifh the Right of the Feme, *ideo* no Eftoppel. So note, that the precedent Feoffment rules and directs the fubfequent Fine, and preserves the joint Eftate in Fee, againft the exprefs Limitation * of the Fine; and, in regard it cannot be levied in other Form, it is directed by the precedent Agreement and Eftate made by the Parties. 2 Rep. 74. b.

* 62

Divers Conufors, the Release and Warranty muft be from the Heirs of one of them.

Concord from two Conufors to one Conufee.

The Release and Warranty muft be from the Heirs of one of the Conufors; for, in a Fine from divers, the Fee muft be fuppofed to be in one of them only, though at this Day the Practice is generally otherwife. 2 Weft. Prec. feft. 30.

‘ And the Agreement is fuch, to wit, That the aforefaid *J.* and *A.* have acknowledged the aforefaid Tenements, Common of Pafture and free Fifhery, with the Appurtenances, to be the Right of him the faid *W.* as thofe which the faid *W.* hath of the Gift of the aforefaid *J.* and *A.* and thofe they have remifed and quit-claimed, from them the faid *J.* and *A.* and their Heirs, to the aforefaid *W.* and his Heirs for ever. And moreover the faid *J.* hath granted for him and his heirs, that he will warrant to the aforefaid *W.* and his Heirs the aforefaid Tenements, Common of Pafture and free Fifhery, with the Appurtenances, againft him the faid *J.* and his Heirs for ever. And further, the faid *A.* hath granted for him and his Heirs, that he will warrant to the aforefaid *W.* and his Heirs the aforefaid Tenements, Common of Pafture and free Fifhery, with the Appurtenances, againft him the faid *A.* and his heirs for ever. And for this, &c.

* 63

* In a Fine from a Man and his Wife of the Husband's Lands, the Release and Warranty is from the Heirs of the Husband, as in the Example following:

‘ And the Agreement is fuch, to wit, that the aforefaid *A.* and *B.* have acknowledged the aforefaid Tenements

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‘ nements, with the Appurtenances, to be the Right of
 ‘ him the said C. as those which the said C. hath of
 ‘ the Gift of the aforesaid A. and B. and those they
 ‘ have remised and quit-claimed from them the said
 ‘ A. and B. and the Heirs of the said A. to the afore-
 ‘ said C. and his heirs for ever. And moreover the said
 ‘ A. and B. have granted for them and the Heirs of
 ‘ the said A. that they will warrant to the aforesaid C.
 ‘ and his Heirs the aforesaid Tenements, with the
 ‘ Appurtenances, against them the said A. and B. and
 ‘ the Heirs of the said A. for ever. And for this,’
 &c.

In a Fine from Husband and Wife of the WIFE'S
 Lands, the Release and Warranty is from the Heirs of
 the Wife in this Manner :

‘ And the Agreement is such, to wit, That the
 ‘ aforesaid A. and B. have acknowledged the aforesaid
 ‘ Tenements, with the Appurtenances, to be the Right
 ‘ of him the said C. as those which the said C. hath of
 ‘ the Gift of the aforesaid A. and B. and those they
 ‘ have remised and quit-claimed from them the said A.
 ‘ and B. and their Heirs, to * the aforesaid C. and his
 ‘ Heirs for ever. And moreover the said A. and B.
 ‘ have granted for them and the Heirs of the said B.
 ‘ that they will warrant to the aforesaid C. and his
 ‘ Heirs the aforesaid Tenements, with the Appurte-
 ‘ nances, against them the said A. and B. and the Heirs
 ‘ of the said B. for ever. And for this,’ &c. *Vide*
West's Symb. sect. 135.

* 64

Vide postea more Precedents to this Purpose.

In a Fine *Sur Grant & Render* none can take the
 first Estate by the Render but some of the Conusors ;
 but Reversions or Remainders may be limited to Stran-
 gers. If A. acknowledge a Fine to B. and B. render
 back to A. To hold to him and C. his Wife, and the Heirs
 of their Bodies, &c. C. shall take no Estate, for that
 she is not a Party to the Writ. 2 *West's Prec. sect.*
 30.

None can
 take by Ren-
 der but some
 of the Conu-
 sors. Re-
 mainders
 may be limit-
 ed to Stran-
 gers.

A Concord cannot be of any other Thing than
 of what is contained in the Writ of Covenant, and
 not of a foreign Thing, if it be not consequent ; as in
 a Writ of Land,—Rent, Common, &c. may be ren-
 dered

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dered issuing out of it. 2 *West's Prec. sect.* 30. fo. 10.

A Concord may be with an Exception out of some Part. *Ibid.*

Jointure by
Fine.

If a Man will, he may make a Jointure by Fine thus: *A.* the Husband may levy a Fine to *B.* in Fee *Sur Cognissance de droit come ceo, &c.* then *B.* may render back to *A.* for Life, without Impeachment of Waste, the Remainder to *C.* the Wife of *A.* for the Term of her Life, Remainder to *A.* and his Heirs. *Ibid.*

* 65
The Manors
and Tene-
ments in a
Writ may be
divided.

* The Manors and Tenements in the Writ may be divided; as if a Fine be levied of the Manor of *G.* with the Appurtenances, by *A.* unto *C.* which *A.* acknowledgeth to be the Right of *C.* as that, &c. and *C.* granteth and rendereth the same to *A.* in Tail; the Remainder of the fourth Part of the Manor towards the West to the said *A.* and his Heirs, the Remainder of another fourth Part towards the East to *J.* and his Heirs, the Remainder of another fourth Part towards the South to one *R.* and his Heirs, and the Remainder of the other fourth Part towards the North to *W.* and his Heirs. 2 *West. sect.* 30.

A Lease by
Fine to bind
the Tenant
in Tail.

A Lease for Years may be made to bind the Tenant in Tail, thus: The Tenant in Tail and the Lessee to acknowledge the Tenements to be the Right of a Stranger, as that, &c. and the Conussee to grant and render the Tenements to the Lessee for certain Years, yielding Rent with a Clause of Distress; and then grant the Reversion to the Tenant in Tail. *Ibid.*

Lease by Te-
nant in Tail
dependant on
an Estate for
Life.

If a Stranger who has nothing in the Land levy a Fine to him in Remainder in Tail, dependant on an Estate for Life *Sur Cognissance de droit come ceo que il ad son done, &c.* and the Conussee by the same Fine render to the Conusor for Years, commencing at *Michaelmas* next, and dies, and all the Proclamations are made after his Death, and the Tenant for Life after such Time as the Lease is limited to begin, dies; this will be a good Lease to bar the Issue in Tail for the Term. *Ibid.*

* 66
No Rent to
be reserved
on a Fine *Sur
Cognissance de
droit come ceo
&c.*

* A Fine *Sur Cognissance de droit come ceo, &c.* is levied to *A.* in Fee, rendering Rent; the Reservation is void because the Fine is executed; for no Reservation can be but of a Fine Executory, as *Sur Grant & Render.* *Ibid.*

A par-

OF FINES.

A particular Tenant, as for Life, &c. cannot by Fine surrender his Term to him in Remainder or Reversion, but may by Fine grant and release to him. *Ibid.*

One Concord may be of Lands in divers Counties, and the Fine *pro licentia concordandi* of all extracted entirely; but there must be several Writs of Covenant all returnable at one Day. *Ibid.*

And finally, all the special Names of Things contained in the Writ are not to be rehearsed in the Concord, but only the general Words therein mentioned; as Manor, Tenements, Rents, Advowsons, Common, &c. *Ibid.*

The particular Names of Things in the Writ not to be rehearsed in the Concord, only the general Names.

As where the Writ is of one Messuage, one Garden, one Orchard, ten Acres of Land, five Acres of Meadow, ten Acres of Pasture, four Acres of Wood and Common of Pasture, with the Appurtenances, in C. &c.

Example.

The Concord is thus: Hath acknowledged the Tenements and Common aforesaid, with the Appurtenances, to be the Right, &c. *Ibid.*

But this and several other Matters necessary to be known, will be more plainly set out in the ensuing Precedents.

A Man and his Wife acknowledged a Fine 25 March 1621, by *Dedimus Potestatem*, and * the Wife died the 27th of the same Month; the 28th Composition was made in the Alienation-Office, upon a Writ of Covenant made returnable in *Hilary* Term precedent, and the King's Silver was entered in the Office of the King's Silver, as of the same *Hilary* Term, and so the Fine was passed and ingrossed; and in *Easter* Term the Heir of the Wife moved against the Fine, but upon Debate the Court resolved the Fine must stand. *Hob.* 330. *Hutt.* 135. *Dyer* 221. *pl.* 15. *Salk.* 341.

* 67
Conusor died before the King's Silver paid, yet the Fine stood.

A Fine was acknowledged by a Man and his Wife 7 Dec. 1689, but by reason that King *James* had abdicated the Kingdom, and taken away the Great Seal, there followed a Stay of Proceedings at Law; and the Woman died the 20th of *February* following; on the 22d of *February* the King's Silver was paid as upon a Writ of Covenant in King *James's* Time, though no Writ

The entering the King's Silver after the Conusor's Death not to be examined.

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Writ was then sued out. Afterwards a Writ of Covenant was taken out, returnable in *Michaelmas* preceding, sealed with the Seal of King *William* and Queen *Mary*, and a Fine was ingrossed as of *Michaelmas* Term.

Trin. 1 W. & M. it was moved that the Fine might be vacated.

But the Court gave their Opinions *seriatim*, that the Fine should stand; for the entering of the King's Silver after the Party's Death could not now be examined, in regard the Fine was ingrossed and compleated as a Fine of *Michaelmas* Term; the Court would not stop a Fine taken of a Feme Covert when she was dead. 2 *Vent.* 47, 48.

* 68
Fine passed though one of Conufors died before the Return of the Writ of Covenant.

* The Fine being stop'd at the King's Silver-Office by Caveat, by Order of Mr. Justice *Price*, upon an affidavit of the Death of the Wife, one of the Conufors; Application was made to the Court of Common Pleas that the Fine might pass. It appeared that the Wife died the Day after the Caption, and after the Teste, but before the Return of the Writ of Covenant. It was insisted, that the King's Silver was not paid before the Death of the Wife, and therefore, the Fine ought not to pass. On the other Side it was urged, that Fines are common Assurances, and the acknowledgment makes the Fine compleat: That the King's Silver is the Fine *pro licentia alienandi*, which is the *præ-fine* paid at the Alienation-Office, and for which a Receipt was indorsed in this Case on the Writ of Covenant, and is not Part of the Post-fine, which is never collected until after the Fine is compleated; and the Court, after Consideration, ordered the Fine to pass. *Harneis v. Micklethwaite & Ux'*, *Mich. 6 Geo. 2.* *Barnes* 141.

But, in the Case of *Barber and Nunn and others*, *Barnes's Supplement Easter 28 Geo. 2.* The Court of C. B. utterly exploded the Notion which had prevailed (undoubtedly by Mistake) in *Harneis* and *Micklethwaite and his Wife. Mich. 6 Geo. 2.* that the King's Silver is the *Præ-fine*, or Fine for Licence to alienate; certainly it is not; The King's Silver is the Post-fine, or Fine for Licence to accord. 2 *Inst.* 511, 517. *Dyer* 246.

* 69
On Death of one Conufor knowledge a Fine, the Tenant for Life died. *Per Hobart Ch. Just.* the Conufee may proceed with his Fine as against the Remainder Man only, and take his Writ

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Writ of Covenant accordingly ; and the Death of the other is no Hindrance ; for the Conufance of every one is as againft himfelf, and works for fo much as he can pafs. *Ersfield's Cafe, Hob. 329.*

A Fine was thus ; *Hæc eft finalis concordia facta in Curia Regis apud Weftm' a die Sancti Mich' in tres feptiman' Anno decimo Will' 3. coram Tho. Trevor, &c. Et poftea in Craft. Sanctæ Trin. 1 Annæ, conceff. & recordat' cor' eisdem juftic'* ; fo that the Concord of the Fine was of one Term, and the *Recordat'* of another ; and therefore the Queftion was, Of which Term this fhould be a complete Fine ? *Per Cur'*, It is a Fine of the Term when the Concord was made, and of which the Writ of Covenant was returnable ;—for the *Concordia facta in Curia* is the complete Fine ;—the *Conceff. record'* is the Leave of the Court to inrol it. *Salk. 341.*

Concord of one Term, and recorded in another Term, it is Fine of that Term in which it was acknowledged and in which the Writ of Covenant was returnable.

How Fines may be avoided.

FINES may be avoided by feveral different Ways ; as 1ft. By Entry, Claim, or Action ; 2d. By Plea ; 3d. For Deceit, or Fraud ; 4th. By Writ of Error ; and 5thly, in fome Cafes upon Motion.

And 1ft. How Fines may be avoided by Entry, Claim, or Action. Within what Time the feveral Perfons who have Right * may avoid Fines by Entry, Claim, &c. has been fufficiently explained, only it is to be remembered, that no Claim, or Entry, fhall be fufficient to avoid any Fine levied with Proclamations, unlefs an Action be commenced thereupon, and prosecuted with Effect, within a Year after making it. *4 Ann. c. 16. f. 16.*

* 70

There muft be an ACTUAL Entry to avoid a Fine, and the Demife cannot be carried back beyond the actual Entry. ^a In all other Cafes the Confeflion of ^a 3 Burr. 1897. Lease, Entry and Oufter is fufficient, and fo it is now fettled ; and this feems to have been the Law ever fince the Time of Lord Chief Juftice *Hale*. ^b

^b 2 Ld.

Where the Plaintiff's Title was by Remainder limited to him, and a Fine with Proclamations had been levied, but he, within five Years after his Title accrued, fent two Perfons to deliver Declarations in Ejectment on the Land ; the Court refolved, that this was no Entry or Claim to avoid the Fine, he having given no exprefs

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Authority to that Purpose, and that the Confession of Lease, Entry, and Ouster, by the Defendant, should not prejudice him in this Respect. ^a

^a i Vent. 42.

* 71

If a Man has only a Right of Action, and his Entry is taken away, there a Claim, or actual Entry on the Land, will not preserve his Right, or avoid the Fine; because tho' he has a Right to the Land, yet since he has not pursued it in the Manner the Law * has prescribed, it is as ineffectual as if he had been quiet.

A Man who has a Right of Entry may empower another to enter for him, and such Entry is sufficient to avoid a Fine; and for what another does by any Command, or Direction, is to be looked upon as my own Act: ^b But where a Man enters in my Name without my Direction, this does not avoid the Fine, or preserve my Right, unless I agree to and approve of the Entry within five Years. ^c

^c Poph. 108. ^b Moor 450. ^a 9 Co. 106. Co. Lit. 245.

A Guardian by Nurture, or in Socage, may enter in the Name of an Infant, who has a Right of Entry, and that shall vest the Estate in the Infant, without any Command precedent, or Assent subsequent; for there is Privy betwixt them. And he in Reversion expectant upon an Estate for Life, or Years, or the Lord of a Tenant by Copy, &c. may well enter in the Name of the Tenant for Life, Lessee for Years, or Copyholder, and in his own Right to save as well his own Freehold and Inheritance, as the said particular Interests, for they are Privies in Estate; and as the Entries of those particular Tenants shall avail the Lord, and Lessor in such Cases, so the Entry of the Lessor, or Lord, in the Names of the particular Tenants, shall avail them for the Privy of their Estates, and for the Preservation of their several Rights, without any Request, precedent, or Assent subsequent. ^d

^d 9 Co. 106. ^a Shep. Touch. 35.

* 72

* An Entry on the Land by a *Cessui que Trust* is no sufficient Claim to avoid a Fine, but it must be by a Subpoena or a Bill filed in Equity. ^e

^e Chan. Caf. 268. 278.

2d. By Plea. As if neither the Conusor nor Conufee are seized of any Estate of Freehold, or Inheritance, in the Lands or Tenements whereof the Fine is levied,

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levied, any Stranger may avoid the Fine by pleading that *Partes finis nihil habuerunt tempore levationis Finis*, but that he himself, or some other, whose Estate he hath, was seized at the Time of the Fine levied; yet this last Matter, tho' necessary to be pleaded, is not traversable.^a But if it be found, that the Parties to the Fine had nothing, the Fine shall be avoided, although the special Matter of the Seizin of himself, or of a Stranger at the Time of the Fine levied, be not found.^b

^a Shep. Touch. 2 Inst. 523.
Dyer 290,
291. 4 H. 7.
c. 24. f. 7.
^b 2 Inst. 523.

None can have this Plea who is Party or Privy.^c

^c Touch. 36.
4 H. 7. 47. c. 24. f. 7.

If one in my Name levies a Fine of my Land, I may confess, and avoid this Fine by pleading, that there are two of my Name, one of *D.* and another of *S.* and that he of *D.* levied the Fine, and not I, who am of *S.*^d

^d N. B. 219.
12 Co. 123. Shep. Touch. 36. 7 Co. Read. 9.

3d. For Deceit or Fraud. Fines may be avoided, where they are obtained by Fraud, Covin, or Deceit, though there be no Error in the Process; and this may be done either * by Writ of Disceit or Averment, setting forth the Fraud or Covin.^e

* 73
^e Touch. 19.

Where a Lessee for Years, or at Will, or Tenant by Copy of Court Roll, makes a Feoffment by Assent and Covin that a Fine may be levied, this Fine shall not bar those who have the Freehold and Inheritance.^f

^f 3 Co. 76. b.

If a Fine be levied to secret Uses to deceive a Purchaser, an Averment of Fraud may be taken against it by the 27 *El.* so if a Fine be levied upon a usurious Contract, it may be avoided by Averment, by the 13 *El.* c. 8. ^g

^g 3 Co. 80. 2.
27 Eliz. c. 4.

If Tenant in ancient Demesne levies a Fine at the Common Law; the Lord of ancient Demesne shall have a Writ of Disceit even twenty Years afterwards, and shall annul the Fine, and shall restore himself to his Seignior, and his Tenant against his own Fine to the Land again in his former Estate; but the Parties to such Fine shall be fined, and imprisoned, *pro Deceptione curia.* ^h

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^h 4 Inst. 270.
Although Plewd. 370.

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* 74

Although the Court of Chancery has a Power to relieve as much against a Fine obtained by Fraud, or Practice, as against any other Conveyance, yet that Court cannot set aside a Fine so obtained, nor have they ever sent the Plaintiff to the Common Pleas to set it aside; but they consider the * Person obtaining the Estate even by Fine, as a Trustee, and will decree him to reconvey on the general Ground of laying hold of the ill Conscience of the Party, to make him do what is necessary to restore Matters as before. But for any Error in the Fine, or Irregularity, or ill Practice in the Commissioners, it is a Matter cognizable in the Court where the Fine was levied, and for which that Court may vacate the Fine.^a

^a Eq. Caf.

Abr. 259. 1 Vez. 289.

4th. By Writ of Error: Which must be brought within twenty Years after the Fine levied. 10 & 11 W. 3. c. 14.

None shall have a Writ of Error unless he be Party or Privy to the Judgment, and the Writ ought to be brought by him, who would have had the Thing whereof the erroneous Judgment was given, if no such Judgment had been; but if there be several Parties to an erroneous Fine, they shall all join with the Party who is to enjoy the Land for Conformity.^b

^b Rolls Abr.

747. Dyer 90. a.

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Nothing can be assigned for Error, that contradicts the Record; and therefore in a Writ of Error to reverse a Fine, it cannot be assigned for Error that the Conusor died before the Teste of the *Dedimus Potestatem*; for that is directly contrary to the Record of the Conusans taken by the Commissioners; but it may be assigned for Error, that after the Conusans taken by the * Commissioners, and before it was certified the Conusor died; for this is consistent with the Record.^c

^c 1 Roll. Abr.

757. Dyer 89. b.

^d 5 Co. 38. b.

The Conusans of a Fine, and a Grant, and Render shall have the like Construction as any other Conveyance between Party and Party; ^d and the Error to make a Fine voidable must be notorious, because the Act is done by Consent; and it is a Rule of Law, that *Consensus tollit Errorem*.^e

^e Shep.

Touch. 35.

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If a Writ of Error is brought in the *King's Bench* upon any Judgment except a Fine, the Record itself, and not a Copy only, is removed there; but in a Writ of Error upon a Fine levied in the Common Pleas, the Transcript only is removed into the *King's Bench*, and upon the Transcript of the Note of the Fine, Errors shall be assigned; for there is no Chirographer to engross it in the *King's Bench*: But if it appears to that Court, that the Fine ought to be reversed, then a *Certiorari* goes to the Chirographer to certify the very Note of the Fine, and when it comes up it is actually cancelled; or a Writ may be sent to the Treasurer, and Chamberlains of the Exchequer, to take the Fine off the File. ^a

^a Roll. Abr.

752. F. N. B. 45. Dyer 89. b 274. Plow. 44.

The Use is to direct the Writ of Error to the Chief Justice of the Common Pleas, another to the *Custos Bre-vium* to certify * Transcript *Pedis Finis*, and another to the Chirographer to certify *Transcriptum Notæ Finis*. ^b ^{* 76} ^{b 5 Co. 39.}

The Court will not reverse a Fine without a *Scire facias* returned against the Tertenants, for the Conusees are but nominal Persons. ^c

^c 1 Salk. 339.
Dyer 321.

Errors in Fines may be amended after the Transcript of the Fine is removed by Writ of Error. ^d

^d 5 Co. 43.
44.

Though a Transcript only is removed into the *King's Bench*, yet where the Fine was affirmed, a Writ of Error, *coram vobis resident* hath been allowed to lie there. ^e

^e 1 Salk.
337.

The Conusor shall not assign Error in the Grant and Render, by which he himself took an Estate, no more than the Conusee shall do in the Conusans, for that is to defeat the Estate, that by the Fine is given to him. ^f ^{f 5 Co. 38.}

^{b.}

If there be no original Writ, the Fine is voidable by Writ of Error; as also where there is an original Writ, and the Fine is levied as well of that which is contained in the Writ, as of some other Thing that is not contained in it; as if the Writ of Covenant be of the Manor of *D.* and the Fine is of the Manor of *D.* and likewise * of the Manor of *S.* it is voidable by

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Writ of Error for the Manor of S. Also a Fine is voidable by Writ of Error, if levied immediately to a Person not named in the Writ of Covenant. ^a

^a 2 Inst. 513. 514.

If there is Error in the Proclamations to a Fine, the Proclamations only will be void, and reversible by Writ of Error, and not the Fine itself; but the Fine will remain in force as a Fine at Common Law, and make a Discontinuance. ^b

^b Dyer 182. b. 216. a.

In a Writ of Error to reverse a Fine, a Release, or Feoffment of Part, is only a Bar as to that Part, and the Court may reverse the Fine for the Residue. ^c

^c 1 Roll. Abr. 788, 789.

If a Fine is levied of Land, of which Parcel is gildable, and Parcel ancient Demesne, and as to that which is ancient Demesne, the Fine is reversed by Writ of Disceit; yet it shall remain good for the Residue, and a Mark shall be made upon the Fine to cancel that which is ancient Demesne only. ^d

^d 1 Roll. Abr. 775. F.N.B. 222.

It is said by Sir *Edward Coke*, and others, that if there be Tenant for Life, the Remainder in Fee to an Infant, and they both levy a Fine, and afterwards he in Remainder reverses it for his Infancy, yet the Conuſee shall have the Land, during the Life of the Tenant for Life. ^e But in the Case of *Zouch and Thompson* in the 8 & 9 *Gul.* 3. ^f * it was adjudged that though a Fine may be reversed as to Part of the Land, and remain good as to the Residue, yet it cannot be reversed *in toto* as to one Man, and remain good *in toto* as to another.

^e 1 Co. 76. b. ^f 1 Ld. Raym. 179. * 78

If Tenant in Tail levies an erroneous Fine with Proclamations, and after levies another erroneous Fine with Proclamations, and dies, and the Issue in Tail brings a Writ of Error upon the first Fine, and the Defendant pleads in Bar the second Fine, and afterwards the Issue brings a Writ of Error upon the second Fine, and the Defendant pleads in Bar the first Fine, by which the Right is bound; the Plaintiff may reply upon the first Writ, that the second Fine is erroneous, and upon the second Writ that the first Fine is erroneous, and so shall be aided. ^g

^g Roll. Abr. 788, 789.

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In some Cases the Court of Common Pleas will set aside and vacate a Fine upon Motion, although the King's Silver is paid, and the Fine complete, without putting the Parties to the Trouble and Expence of a Writ of Error; as where one *Hutchinson* and his Wife, She being within Age, levied a Fine of the Wife's Land, and paid the King's Silver, and the Fine was compleat, and exemplified, but upon *Complaint* by the Remainder-Man in Fee, next after the Estate Tail of the Wife, the Husband and Wife were brought into Court by *Rule*, and examined; whereby the levying of the Fine, and Infancy appeared: And * the Court, upon like Precedents being found, now vacated this Fine,† and caused the Exemplification to be brought into Court, and delivered up, and ordered an Information to be prosecuted against the Commissioners, who took the Conusans of the Fine. a So in a late Case, a 3 Lev. 36 where the Conusor died, before the Return of the Writ of Covenant, and this appeared to the Court on *Affidavits*, though the Fine had passed through all the Offices, yet it was set aside upon Motion. b

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b *Watts v. Birkept*, 2 Wilf. 115.

Of Deeds leading, or declaring the Uses of Fines.

WHAT is contained under this Head is equally applicable to Deeds leading, or declaring the Uses of a common Recovery.

It may not be improper to subjoin a few general Rules with regard to the Uses to which a Fine shall enure, whether it be levied either with, or without, any Deed to lead; or declare the Uses of it; and shortly to observe how the Law stood as to this Point before the Statute of Frauds; c and how it stands, at this Day, under that Act of Parliament, and the 4 Ann. c. 16.—If the Deed be made previous to the Fine, it is called a Deed to *lead* the Uses; if subsequent, a Deed to *declare* them. And first it * is to be observed, that a Fine being a Common Law Conveyance, and operating by Transmutation of Possession, the Parties thereto, may direct the Uses thereof to any Person they chuse, and limit what Estates they think proper without any Consideration either of Money, or Blood. But if a Fine be levied without any Consideration, and no Use thereof

c 29 Car. 2. c. 3.

* 80

† Note, the *Vacat* was entered, *quoad* the Wife only.

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thereof declared, the Use will result back to the Conu-
for in the same Nature as he had it before, just as it
will to the Feoffor, or Recoveree in the Case of a Feoff-
ment made, or Recovery suffered, under the same Cir-
cumstances.—And therefore if one seised in fee *ex parte*
maternâ levies a Fine without Consideration, and de-
clares no Use, the Use will result back to him again,
and he will be seised as he was before to him and
his Heirs *ex parte maternâ*. But where a Man so seised
levied a Fine *Sur Conuſance de Droit come ceo, &c.* and
the Conuſees granted, and rendered the Land to the
Conuſor in Tail, Remainder to him in Fee, this was held
to be a *new Purchase*, and to go to the Heirs, *ex parte pater-*
nâ, and compared to the Case of a Feoffment, and Re-
infeoffment.^a So if two Jointenants, the one in Fee-
ſimple, the other but for Life, levy a Fine without
Consideration, and declare no Use; the Use ſhall be to
them reſpectively of the ſame Eſtate as they had before in
the Land.^b So if *A.* Tenant for Life, and *B.* in Re-
verſion, or Remainder, levy a Fine generally, the Use
ſhall be to *A.* for Life, the Reverſion or Remainder to
B. in Fee; for each grants that which he may law-
fully grant, and each ſhall have the Use which the Law
veſts in * them, according to the Eſtate which they con-
vey over. So if *A.* be ſeised in Fee of one Acre, and
he and *B.* jointly levy a Fine of it to another, without
Consideration, and declare no Use, this ſhall be to the
Use of *A.* and his Heirs only. So if the Huſband and
Wife levy a Fine of the Wife's Land without Consider-
ation, and declare no Use, the Law will adjuſt this
to be to the Use of the Wife, and her Heirs. But if
any Consideration of Money or the like is given, or any
Rent reſerved, or any Tenure created, as where the
Eſtate given to the Conuſee by the Fine is only in Tail,
for Life, or Years, there the Law will adjuſt the Use
to the Conuſee.

At the Common Law where a Fine was levied, and
no Use thereof declared in Writing, other Uſes than
thoſe which the Conſtruction of Law would have
made, as is before mentioned, might have been proved
by Parol Averment; that is, ſuch Uſes might have
been ſhewn, and proved by the Teſtimony of Witneſſes
to have been agreed upon by the Parties to the Fine;
and upon ſuch Proof the Fine ſhould have enured to
ſuch Uſes accordingly. But where the Uſes of a Fine
had

^a Rice v.
Lawford.
Carth 146.

^b 2 Co 58. a.
and b.

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had been declared by Writing, either previous to, or at the Time of levying the Fine, there no Parol Averment would have been received of any other Uses, than those so declared; provided the Fine was levied of such Lands, between such Parties, at such Time, and in such Manner, as was agreed upon in the Declaration of the Uses. For though notwithstanding a Variation in those Circumstances, * the Fine would *prima Facie* have been construed to have been levied to the Uses so before declared, where no other Uses were declared in writing, yet that Construction, which the Law would have made, was liable to be controuled by Parol Averment of other Uses having been agreed upon between the Parties. And so where the Uses of a Fine were declared by writing *subsequent* to the levying of the Fine, an Averment would also have been received of other Uses agreed upon *at or before* the Time of levying the Fine. But now by 29 Car. II. c. 3. *all Declarations or Creations of Trusts, or Confidences of any Lands, Tenements or Hereditaments, shall be manifested, and proved by some Writing signed by the Party, who is by Law enabled to declare such Trust, or else they shall be utterly void, and of none Effect.* But Trusts, or Confidences arising, or resulting by the Implication, or Construction of Law, or transferred, or extinguished by Act or Operation of Law, are excepted, and remain as they were before this Act. And where a Fine had been levied without any Consideration, and only in order to make the Conusee Tenant to the Præcipe for suffering a Common Recovery, but no Uses of the Fine were declared, it was objected, in order to set aside this Recovery, that the Uses of this Fine resulted back to the Conusor; and tho' the Intent might be to make the Conusee Tenant to the Præcipe, yet since the 29 Car. II. there could be no Averment of an Use or Trust. But the Court held, that at the Common Law, the Use of a Fine was always * intended to be to the Conusee, and in pleading never was averred; that this Statute does not extend to Uses by Operation of Law, but to such Uses as are to a third Person: And it was adjudged, that the Conusee was in immediately by the Fine, and a good Tenant to the Præcipe. By this Case ^a Salk. 676. the Law is now settled, that where a Fine is levied to the Use of any Stranger, the Use must be declared in writing or otherwise will be void; but that if no Use of the

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the Fine is declared, a Parol Averment will still lie, notwithstanding the Statute of Frauds as between the Conufor and Conufee, to prove whether any Consideration was paid, or what was the Intention of the Parties, and to carry the Use to the Conufor or Conufee accordingly.

7 Mod. 76.

Even fince the Statute of Frauds, Ufes may be declared by Writing only, without Seal. After the Statute of Frauds it was doubted whether it was not neceffary to declare the Ufes of the Fine, either at, or previous to the Time of the levying thereof, and whether a fubfequent Declaration of the Ufes would not have been void; but now by the 4 *Annæ* c. 16. *f.* 15. fuch fubfequent Declaration is declared to be good.

2 Co. 58. a.
10 Co. 42. b.

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It may not be improper to notice what Effect and Operation the Law allows to Declarations of the Ufes of Fines when made by Perfons under the Difabilities of Infancy, Ideocy, or Coverture. With regard to the two former of thefe, the Law is, and always has been, clearly fettled; that if an Infant, or * Ideot has by any Neglect, or Contrivance been permitted to levy a Fine, his Declaration of the Ufes thereof will be good, fo long as the Fine remains in Force; and if the Fine is never reverfed his Declaration of the Ufes will be binding, and conclufive on him and his Heirs for ever. And the Reason of that is, that the Law will not prefume, that a Fine, which is a folemn Act on Record, has been levied by a Perfon under fuch Difabilities; and therefore until the Fine, which is the principal Act, is annulled for the Incapacity of the Party, his Declaration of the Ufe thereof fhall remain good. An Infant covenants to levy a Fine by fuch a Time to fuch Ufes; before the Time he comes of Age, then the Fine is levied, and by another Deed, made at full Age, he declares it to be to other Ufes; the Court held the laft Deed fhould be that which fhould lead the Ufes.

1 Str. 94.

Id. Raym.
259.

As to the Cafe of a Feme Covert, fome nice Diftinctions have been taken, how far her Declaration of the Ufes of a Conveyance will, or will not, be good and binding upon her. If fhe and her Husband levy a Fine of her Land, and both join in the fame Declaration of Ufes, this is undoubtedly good; for tho' the Deed of a Feme Covert is not valid in Law, yet the Deed having Relation to the Fine, takes Validity from thence, and will conclude her. If the Husband alone declares

2 Co. 57, 8.

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the Uses, and no other Uses are declared by the Wife, his Declaration will be good; for the Assent of the Wife will be presumed, unless * the contrary appear; for when she joins with her Husband in the Fine, it shall be intended, if the contrary cannot appear, that she joined also with him in Agreement in the Declaration of the Uses of the Fine. If they both declare the Uses separately, and agree as to the Uses of Part of the Land only, and differ as to the other Part, it will be good as far as they both agree, and void for the Residue; as if the Fine was levied of one Acre in *A.* and another in *B.* and they both declare the same Uses of the Acre in *A.* but differ as to those of the Acre in *B.* there the Uses declared for *A.* shall take effect only, and those declared for *B.* will be void. But if they differ in their Declaration of the Uses as to Part of the Estate of the Land; as if the Husband declares the Use to *A.* for Life, Remainder to *C.* in Fee; and the Wife declares the Use to *B.* for Life, Remainder to *C.* in Fee, there, altho' the Variance is only in the first particular Estate, yet both Declarations are void for the Whole; because the Husband, tho' *sui Juris*, yet as he has no Estate in the Land in his own Right, he cannot, against the Agreement of his Wife, limit the Use; and the Wife alone, tho' she is Owner of the Land, yet forasmuch as she is not *sui Juris*, but under the Power of her Husband, she cannot, in respect of her Coverture, without her Husband, limit the Use; and therefore in such Case the Use will result back to the Wife, and her Heirs, as if no Declaration at all had been made. * A Fine was levied without any Consideration or Uses thereof to be declared; and it was adjudged to 2 *Wils.* 19. enure to the old Use, in whomsoever it was.

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* 86

2 *Wils.* 19.

Fines, as I have before mentioned, are either acknowledged at the Bar of the Court, before the Chief Justice out of Court, or before any other Judge or Serjeant at Law, or Commissioners, by *Dedimus Potestatem*.

Of acknowledging a Fine at the Bar of the Court.

YOU must make a *Præcipe* for a Writ of Covenant in this Manner:

The Manner
of acknow-
ledging a
Fine at Bar.

Somerſet.

OF FINES,

Somerset. 'COMMAND C. S. and M. his Wife, that justly, &c. they perform to R. W. the Covenant made between them of two Messuages, one Garden, five Acres of Land and seven Acres of Pasture, with the Appurtenances, in P. And unless, &c.'

This *Præcipe* you carry to the Curfitor of the County wherein the Lands lie, who will make out the Writ of Covenant, for which you pay 7s. 6d. When you have the Writ of Covenant, you ingross the *Præcipe* and Concord in Parchment, in this Form :

* 87

* *Somerset.* 'COMMAND C. S. and M. his Wife, that justly, &c. they perform to R. W. the Covenant made between them of two Messuages, one Garden, five Acres of Land and seven Acres of Pasture, with the Appurtenances, in P. And unless, &c.'

Fine by Baron and Feme of the Husband's Lands.

' And the Agreement is such, to wit, That the aforesaid C. and M. have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of him the said R. as those which the said R. hath of the Gift of the aforesaid C. and M. and those they have remised and quit-claimed from them the said C. and M. and their Heirs to the aforesaid R. and his Heirs for ever. And moreover the said C. and M. have granted for them and the Heirs of the said C. that they will warrant the aforesaid R. and his Heirs the aforesaid Tenements, with the Appurtenances, against them the said C. and M. and the Heirs of the said C for ever. And for this, &c.'

You then deliver the Writ of Covenant, and the *Præcipe* and Concord ingrossed on Parchment, to a Serjeant at the Bar, when, the Conusors being present, the Serjeant will get it passed. The Manner heretofore was thus: The Serjeant would desire the Justices to record the Appearance, which being granted, the Serjeant will say,

The King's Silver,

The

OF FINES.

* The second Prothonotary or his Clerk will ask,
What will he give?

* 88

The Serjeant,
What he will have.

The second Prothonotary or his Clerk.
Draw the Agreement.

Then the Serjeant,
With your Leave the Agreement is such, to wit, &c.
 (reciting the Substance of the Concord).

If either of the Conusors be a Feme Covert, the Serjeant will direct her to go up to one of the Judges on the Bench, who will take the Concord in Parchment, and read the Contents of it to her, and examine her apart, whether she acknowledgeth the Fine freely, or by Coercion; and then deliver it to the second Prothonotary,

When you have got the Concord from the Prothonotary, you proceed through the Alienation-Office, Return-Office, Clerk of the Warrant's Office, Custos Brevium's Office, Curfitor's Office, King's Silver Office, and Chirographer's Office.

* Of acknowledging a Fine before the Lord Chief Justice. * 89

WHEN your Fine is to be acknowledged before the Lord Chief Justice out of Court, or before a Judge, Serjeant at Law, or Commissioners, by *De-dimus Potestatem*, you need not bespeak the Writ of Covenant before the Fine is acknowledged.

How to acknowledge a Fine before the Chief Justice of Common Pleas.

In the first Case you ingross the *Præcipe* and Concord on Parchment, and also make a Copy thereof on a Sheet of Paper, and underwrite the Caption in this Manner:

*Taken and acknowledged
 the — Day of — in the Year — before*

You then go with the Conusors to his Lordship's House or Chambers, and deliver the *Præcipe* and Concord

OF FINES.

cord on Parchment, and the Copy on Paper (both which the Conufors must sign) to his Lordship's Clerk, when his Lordship will take the Acknowledgment of the Parties; and if a Feme Covert be one of the Conufors, he will examine her apart, as to her Consent; and the *Præcipe* and Concord on Parchment will be delivered back to you, but the Copy on Paper the Clerk will keep, who will take of you his Fee, which is 12 s.

You then pafs through the feveral Offices before mentioned.

* 90
Any other Judge or Serjeant may take the Conufance, but will require a general *Dedimus Potestatem* before he will return

* Any other Judge of either Bench, or Baron of the Exchequer, or Serjeant at Law may in like Manner take the Conufance of a Fine; but then before the Judge's, or Baron's or Serjeant's Clerk returns you the *Præcipe* and Concord, you must get the Curfitor to make out a Writ of *Dedimus Potestatem*, whereupon the Judge or Baron or Serjeant will certify the Caption; you pay for this Writ.

the Caption.

Of acknowledging before Commissioners in the County by special Dedimus Potestatem.

How to take a Fine by *Dedimus Potestatem*.

YOU must draw a *Præcipe* on Paper as for a Writ of Covenant, and name the Commissioners you intend the *Dedimus Potestatem* should be directed to; there must be five Commissioners, one of them a Knight, but of that the Curfitor generally takes care. The *Præcipe* is in the ensuing Form, according to the Nature of the Case.

Yorkshire, 'COMMAND C. K. Esq; and L. his to wit. 'C Wife; that justly, &c. they perform 'to C. B. Gent. the Covenant made between them of 'twenty Acres of Land, with the Appurtenances, 'in C. And unless, &c.'

Com-

OF FINES.

* Commissioners } Sir G. C. Knt.
 } J. C.
 } A. P.
 } J. F.
 } S. F. } Gent.

* 91

GEORGE the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. To our trusty and well-beloved Sir George Cooke, Knight, and to our beloved John Clarke, Arthur Parker, John Freeborne, and Samuel Freeborne, Gentlemen, Greeting: Whereas our Writ of Covenant dependeth before our Justices of the Bench, between C. B. Gent. and C. K. and L. his Wife, of twenty Acres of Land, with the Appurtenances, in Carleton, in the County of York, for a Fine to be thereof levied between them, before our said Justices in the same Bench, according to the Law and Custom of England: And the said C. and L. being, as we are informed, so infirm that they are not able without great Danger of their Bodies to travel to Westminster by the Day in the said Writ contained, to make such Acknowledgments as are requisite to be made in this behalf: We, tendering the State of the said C. and L. in this behalf, have given you, or two of you, Power to take the Acknowledgments which the said C. and L. will make before you, or two of you, concerning the Premises; and therefore we command you, or two of you, that going in Person to the said C. and L. you take their said acknowledgments, and when you shall have taken them, you distinctly and* plainly certify the same to our said Justices, under your Seals, or the Seals of two of you, that then the said Fine between the said Parties of the Premises may be levied before our said Justices in the same Bench, according to the Law and Custom above-said, sending to the same Justices this Writ. Witness ourself at Westminster the 4th Day of January in the 13th Year of our Reign. *Vide 2 West's Prec. fol. 44.*

* 92

King.

By the Lord Chancellor of Great Britain, at the Instance of the Demandant.

A. C.

T. Parker.

You pay the Curfitor for this Writ 1*l.* 5*s.* 8*d.* Then ingross the *Præcipe* and Concord on Parchment thus:
 Yorkshire,

OF FINES;

A *Præcipe*
and Concord
of the Wife's
Lands.

Yorkshire, 'COMMAND C. K. Esq; and L. his Wife,
that justly, &c. they perform to C. B.
Gent. the Covenant made between them of twenty
' Acres of Land, with the Appurtenances, in C. And
' unless, &c.'

' And the Agreement is such, that is to say, That
' they the said C. K. and L. have acknowledged the
' said Tenements, with the Appurtenances, to be the
' Right of the said C. B. as those which the said C. B.
' hath of the Gift of the said C. K. and L. and those
' they have remised and quit-claimed from them the
' said C. K. and L. and the Heirs* of the said L. unto
' the said C. B. and his Heirs for ever. And more-
' over the said C. K. and L. have granted for themselves
' and the Heirs of the said L. that they will warrant
' to the said C. B. and his Heirs the said Tenements,
' with the Appurtenances, against them the said C. K.
' and L. and the Heirs of the said L. for ever. And
' for this, &c.'

C. K.
L. K,

*Taken and acknowledged the
ninth Day of February in
the Year of our Lord One
Thousand seven Hundred
and before us*

The *Præcipe* and Concord thus ingrossed on Parchment, and the *Dedimus Potestatem*, are to be delivered to the Commissioners at the Time of taking the Conu-
fance.

How the
Commission-
ers are to take
the Conu-
fance.

Any two of the Commissioners may take the Ac-
knowledgment of the Fine. They should in Strict-
ness know the Conufors, or be informed by some Per-
son of Credit, that the Parties who come to acknow-
ledge the Fine are the real Persons named in the Con-
cord; for some have covenantously acknowledged Fines in
the Names of others. They should read the Contents
of the Concord to the Conufors, who are to acknow-
ledge their Consent thereto, and thereupon the Conu-
fors are to sign the Concord. If either of the Conu-
fors be a Feme Covert, the Commissioners should take
her apart, acquaint her with the Contents, Effect, and
Consequence of the Fine, and examine her whether
she acknowledgeth the* same voluntarily and freely, or
by

OF FINES.

by Compulsion, Fear or Dread of her Husband; in which Case they ought not to take her Acknowledgment. The Commissioners ought to be careful that none of the Parties be Infants, Lunaticks, Idiots, or otherwise unfit to be Conusors; for which Purpose I shall give the Reader the following Rule of Court.

WHEREAS by the ancient Usage grounded upon the Laws and Statutes of this Realm, there was in every Writ of *Dedimus Potestatem*, to take the Acknowledgment of any Fine, a Knight or a Serjeant at Law, named and meant to be of the *Quorum*, unless the Acknowledgment were taken by some of the Justices at *Westminster*, or of the Barons of the Exchequer, being of the Coif; which ancient usage was duly observed till about thirty Years last past, since which Time such Writs of *Dedimus Potestatem* have been commonly directed to Persons of mean Calling; and although a Knight were named therein, yet it was *pro forma tantum*, and he never sealed unto it, but the acknowledgment taken by the rest being for the most part Men of mean Calling, and commonly unlearned and unskilful in such Cases, by reason whereof the great and reverent Solemnity, which ought to be inviolably observed in Fines, is neglected, the said Fines levied being the highest Bars, and Records of greatest Power and Force, binding as well Privies as Strangers, unless they make their Claim in due Time; and yet the said Fines by such * Means are abused, and the Acknowledgment of Infants and Women Coverts not duly examined, Idiots, and such like Persons, have been taken and certified by such Commissioners; and so it was this present *Easter Term*, in the 43d Year of her Majesty's Reign, proved in open Court on Oath, in a Fine taken by such Commissioners in the County of *Lincoln*, and divers of the like sort have been certified, as it was this Day also testified by the Clerk of the Fines; which abuses and Disorders are very common, and great, and meet in Justice to be reformed: Therefore to prevent such great Inconveniencies, and to the Intent that Fines may be taken by Men of Credit and Reputation, according to the Law and Custom of this Realm, *It is* No Fine to be received *this Day ordered*, That from and after the second Return of *Trinity Term* next ensuing, no *Dedimus Potestatem* unless acknowledged

Abuses in taking the Acknowledgment of Fines

OF FINES.

before a Judge or Serjeant at Law, or a Knight be of the *Quorum*. *tem* directed to Commissioners to take the Acknowledgment of any Fine shall be received or recorded in this Court, unless the same Acknowledgment be taken by some of the Justices of the one Bench or the other, or of the said Barons of the Exchequer, or Serjeant at Law, or that a Knight be of the *Quorum*. *Pas. 43 Eliz.*

Though a Knight be at this Day constantly named in the *Dedimus Poteslatem*, it is still as the Rule says, *pro forma tantum*; neither is there any one named of the *Quorum*; any two of the Commissioners may execute the Writ.

* 96 * Conufance of a Fine taken 27th of *March*, and the *Dedimus* bore Tefte the 9th of *April* after. Objection a Fine taken in Error, that the Conufance was without Warrant. before the *Sed non allocatur*, as that would reverse many Fines. Tefte of the *Dedimus Poteslatem*. Another Objection was, that the Conufance is *de manerio* & 5s. Rent, and the Fine is *de manerio* only. *Cur'*. If the Rent is under 5 l. they used not to mention it in the Fine ingrossed. *Argenton and Weflover, 3 Cro. 275. 2 Cro. 11.*

Of taking the *Dedimus Poteslatem* to take the Conufance of four; Acknowledg- they take the Conufance of three, the fourth refusing. ment of feve- Ruled, the fourth may be struck out, and the Writ of ral Conufors. Covenant may be made accordingly; or a new *Dedimus* may iflue to take the Conufance of the three, and to be of the fame Date with the firft. Also the Commif- fioners may take the Conufance of one at one Time, and the Conufance of the others at another Time. 3 *Cro. 576.*

Conufor per- *A.* perfonates the Owner of the Land in a Fine, and fonated, Fine the Procuror being convicted, the Judges were of Opi- vacated on nion, that it may be avoided by entering a *Vacatur* Conviction. upon the Roll. *Hubert's Cafe, 3 Cro. 531.*

The R turn When the Commissioners have taken the Acknow- of the *Dedi-* ledgment of the Parties, they are to fubfcribe their mus. Names to the Caption; they muft alfo make the fol- lowing Indorfement on the Back of the *Dedimus Poteslatem*, viz.

The Execution of this Writ appears in a certain Schedule hereunto annexed.

OF FINES.

* To this Indorsement they are also to subscribe their Names, and annex the Concord to the *Dedimus Potestatem*.

* 97

Every Person that shall take the Knowledge of any Fine, or shall certify it, shall, with the Certificate of the Concord, certify also the Day and Year wherein the same was acknowledged: And no Person that taketh any such Knowledge of any Fine, shall be bounden, or by any Means enforced, to certify any such Knowledge, except it be within one Year next after the said Knowledge taken. And no Clerk or Officer shall receive any Writ of Covenant whereupon any Fine is to pass, unless the Day of the Knowledge of the same Fine shall appear in or by such Certificate, upon Pain that every Clerk shall receive any such Writ, shall forfeit for every Time that he shall offend, the Sum of 5*l*. *Stat. 23 Eliz. c. 3. sect. 5.*

Commissioner to certify the Day and Year of the Caption. Not bound to certify after one Year. No Officer to receive the Writ of Covenant, unless the Day of the Caption be certified. Penalty 5*l*.

Then either one of the Commissioners, or some other present at the Acknowledgment, used to make Oath of the due Acknowledgment of the Fine, pursuant to the underwritten Rule of Court. *13 Geo. 1.*

No Fine whatsoever taken and acknowledged before any Commissioner, by virtue of any Writ of *Dedimus Potestatem* to them directed, shall be allowed to pass, unless some Person present when such Fine was taken and acknowledged, do personally appear before the Lord Chief Justice, or some other Justice of this Court, and be examined upon oath touching the due Execution thereof, and particularly whether such Person * knows the Parties acknowledging such Fines. *Hill. 13 Geo. 1. Vide postea Rule, East. 9 Anne.*

No Fine taken by *Dedimus* to pass, unless Oath be made of the due Execution thereof.

* 98

Upon such Oath being made, the Judge will at the Bottom of the Concord sign an *Allocatur* for the passing the Fine.

You may write the *Allocatur* at the Bottom of the Concord under the Conufors Names, in such of the following Forms as shall suit the Case.

Where the Oath is to be made by one of the Commissioners, and all the Parties have acknowledged, write thus:

UPON the Oath of *A. B. Gent.* (one of the Commissioners) of the due Execution of this Fine, Let it pass.

F 2

Where

OF FINES.

Where the Fine has not been acknowledged by all the Parties, write thus :

UPON the Oath of *A. B. Gent.* (one of the Commissioners) of the due Execution of this Fine, by *A. B. C. D. &c.* as to them, Let it pass.

* 99

** Where the Person who swears to the Fine is not a Commissioner, but was only present at the Acknowledgment of the Fine, then you only make this Difference, viz.*

UPON Oath made of the due Execution of this Fine by *A. B. of C.* in the County of *D. Gent.* (who was present at the Acknowledgment thereof) Let it pass.

Where there is a Razure in the Date of the Caption of the Fine.

UPON the Oath of *A. B. Gent.* (as in the former) notwithstanding the Razure in the Caption.

The Fine was taken in *South Carolina*, and Oath of the due Execution of it was made before the Chief Justice there, and attested by a Notary Public. Application was made to the Judges of this Court in the Treasury, that the Fine might pass, but denied; for the Oath must be made before one of the Judges of this Court. *Barnes 143.*

* 100

The Rule of Court of the 13 *Geo. 1.* and the above Practice of allowing Fines to pass accordingly, having been found, by Experience,* to be attended with Inconveniences, and not to have answered all the good Purposes for which it was intended; therefore in *Hilary Term 17 Geo. 2.* the Court altered the Practice of allowing Fines to pass, by the following Rule.

Hilary

OF FINES.

* Hilary Term, 17 Geo. 2. 1743-4.

* 101

Fines.

WHEREAS by a Rule of this Court made in the 13th Year of the Reign of his late Majesty King George, It was ordered, That no Fine whatsoever taken and acknowledged before any Commissioners, by virtue of a Writ of Dedimus Potestatem to them directed, be allowed to pass, unless some Person present when such Fine was taken and acknowledged did personally appear before the Lord Chief Justice, or some other Justice of this Court, and was examined upon Oath touching the due Execution thereof, and particularly whether such Person knew the Parties acknowledging such Fine; which Rule has been found by Experience to have been attended with Inconveniences, and has not answered all the good Purposes for which it was intended; for Remedy thereof, and the better to ascertain the Practice for the future,

IT IS ORDERED by this Court, That from and after the first Day of next Michaelmas Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of such Fines, an Affidavit or Affidavits in Writing on Parchment shall be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and acknowledged, That the * Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; That the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them, knew the same to be a Fine to pass his, her, or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits shall remain annexed to such Fine, and be left with the same in the proper Office. AND IT IS ORDERED, That all and every such Affidavit and Affidavits as aforesaid, except where the Person or Persons at the Time

* 102

of

OF FINES.

of their acknowledging the Fine are in *Ireland*, or some other Parts beyond the Seas, shall be made by some Attorney or Attornies of the Courts of *Westminster Hall*, or of the great Sessions in *Wales*, or of the Counties Palatine of *Chester*, *Lancaster*, and *Durham*, and shall be sworn before a Person duly authorised to take Affidavits in this Court.

AND IT IS FURTHER ORDERED, That if any such Affidavit or Affidavits as aforesaid shall be made and annexed to any Fine, and transmitted to the Lord Chief Justice or any other Justice of this Court for his *Allocatur* thereon, before the said first Day of *Michaelmas* Term, the same shall be received* and allowed instead of an Oath, made, *Viva voce*, of the due Acknowledgment of such a Fine,

By the Court

The Form of an Affidavit of the due Caption of a Fine.

In the Common Pleas.

A. B. of — in the County of — one of the Attornies of his Majesty's Court of — and one of the Commissioners named in the Writ of *Dedimus Potestatem*, for taking the Acknowledgment of the Fine hereunto annexed, maketh Oath and saith, That he knows C. D. and E. his Wife, and F. G. and H. his Wife, the Conusors named in the said Fine, and that the same was duly signed and acknowledged by them before this Deponent and J. K. Gentleman, the other Commissioner named in the said Writ; and that the said C. D. and E. his Wife, and F. G. and H. his Wife, and also this Deponent and the said J. K. were at the Time of taking and acknowledging the said Fine all of full Age and competent Understanding. That the said E. and H. were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the said Fine, and that the said Conusors, and every of them knew the same to be a Fine to pass his, her, or their Estate and Estates.

A. B.

Sworn at — in the County
of — the — Day of
— in the Year of our
Lord — before me

L. M. one of, (&c.)

Or

OF FINES.

* Or thus, if the Affidavit is not made by a Commissioner,

* 104

In the Common Pleas.

A. B. of — in the County of — one of the Attornies of the Court of — maketh Oath and saith, That he knows C. D. and E. his Wife, and F. G. and H. his Wife, the Conufors named in the Fine hereunto annexed, and that the said Fine was duly signed and acknowledged by them in this Deponent's Prefence, and that they the said C. D. and E. his Wife, and F. G. and H. his Wife, and also J. K. and L. M. Gentlemen, the Commissioners taking the same Fine, were at the Time of taking thereof all of full Age, &c. as in the former.

If there be only one Conufor and his Wife, fay—
and each of them—

This Rule of Hilary Term 17 Geo. 2. having answered many, but not all the good Purposes for which it was intended in order to make the same more effectual & complete, and the better to ascertain the Practice for the future, the following Rule was made by the Court,

Hilary

• Hilary Term, 26, 27 Geo. 2. 1753.

WHEREAS by a Rule of this Court, made in *Hilary* Term in the Seventeenth Year of the Reign of his present Majesty, IT WAS ORDERED, That from and after the first Day of the then next *Michaelmas* Term, instead of an Oath, made *Viva voce*, of the due Acknowledgment of Fines, an Affidavit or Affidavits in writing on Parchment should be made and annexed to every Fine so taken as aforesaid, in which Affidavit or Affidavits the Person or Persons making the same should swear, That he or they knew the Party or Parties acknowledging such Fine, That the same was duly signed and acknowledged, That the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; That the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same, and that the Conusor or Conusors, and every of them, knew the same to be a Fine to pass his, her or their Estate or Estates; which Fine, together with such Affidavit or Affidavits annexed, should be transmitted to the Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and such Affidavit or Affidavits should remain annexed to such Fine, and be left with the same in the proper * Office: which Rule has been found by Experience to have answered many, but not all the good Purposes for which it was intended: To make therefore the same more effectual and complete, and the better to ascertain the Practice for the future,

* 106

IT IS ORDERED by this Court, That from and after the first Day of next *Michaelmas* Term, in the Affidavit or Affidavits made in pursuance of such Rule, the Person or Persons so making the same, shall not only swear as they are directed by the said Rule, but also that the Fine was duly signed and acknowledged upon the Day and Year or Days and Years mentioned, in the Caption; and if there be any Rasure or Interlineation in the Body or Caption of such Fine, that such Rasure or Interlineation was made before the Party or Parties signed the said Fine, and before the
Caption

OF FINES.

Caption was signed by the Commissioners: Which Affidavit or Affidavits shall be annexed to the Fine, and shall be transmitted to the said Lord Chief Justice, or some other Justice of this Court for his *Allocatur* thereon, and shall remain annexed to such Fine, and be left with the same in the proper Office, as is directed by the said Rule.

By the Court.

An Addition to be made to the former Affidavit.

*And this Deponent further saith, That the said Fine was duly signed and acknowledged, upon the Day and Year mentioned in the Caption, (or upon * the several Days and Year or Years respectively mentioned in the Captions, (if there happen to be more Captions than one;) and that the Rasure or Interlineation (Razures or Interlineations) in the Body (or in the Caption or Captions) of such Fine (as the Case shall happen) was (or were) made before the Party (or Parties) signed the said Fine, and before the Caption (or Captions) was (or were) signed by the Commissioners*

* 107

Of passing a Fine through the several Offices.

WHEN the Fine is acknowledged at Bar, the Writ of Covenant is sued out before the Fine is acknowledged; but where the Fine is acknowledged before the Chief Justice, or on a *Dedimus Potestatem*, it is not usual to sue out the Writ of Covenant till the Conusance be taken and returned.

Alienation-
Office.

In either Case after you have got your Writ of Covenant, and the Conusance is taken, you carry the Writ of Covenant to the Alienation Office in the *King's Bench Walks* in the *Temple*, where you are to pay a Fine for Licence or leave to alien, *pro licentia alienandi*; which will be indorsed on the Back of the Writ, under the Hand of the Master in Chancery belonging to this Office, two Commissioners, and the Receiver. This Fine is called the *Pre-fine*.

This was all that was to be done at the Alienation-Office, until the Stat. 32 G. 2. c. 14. whereby it is enacted, That on every Writ of Covenant which shall be sued out for passing of Fines in the Common Pleas at *Westminster*, * the Officer, whose Duty it is to set and

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OF FINES.

and indorse the Pre-fine payable thereon, shall, at the same Time, set the usual Post-fine, and indorse the same on the Back of the said Writ, together with his Name or Mark of Office, in like Manner as the same are now indorsed at the King's Silver Office; which Post-fine shall be forthwith paid to the Receiver of Pre-fines at the Alienation-Office, with 4d. as his Fee for receiving the same, instead of the Fee of 4d. charged on Lands and Hereditaments, and payable to Sheriffs, Bailiffs, and others, on discharging the same, by 3 G. 1. c. 15. which Fee of 4d. by the said Act granted, after the first Day of *Trinity* Term 1759, shall cease; and such Receiver shall indorse upon the Back of every such Writ of Covenant, one Mark of Office as is now used by him on the Receipt of Pre-fines at the Alienation-Office, with the Name of such Receiver, and the Sum received as the Post-fine, which Mark of such Receiver shall discharge the Manors, Lands and Hereditaments comprised in the said Writ of Covenant, and the Cognizees named therein.

By *Sect. 2.* The Officer or Clerk of the King's Silver Office, or his Deputy, shall continue to enter every Fine upon Record, in the Way hitherto used, and make the same Entries, and put thereon the same Indorsements, with the same Mark, and in like Manner as has hitherto been the Practice of the said Office in passing Fines; and no Fine, until the same be marked with the Sum to which the Post-fine amounts in the King's Silver Office, shall be effectual in Law.

* 109

* By *Sect. 3.* Where no Pre-fine is payable on any Writ of Covenant (*viz.* where the Lands are under the yearly Value of five Marks), the Officer of the Alienation-Office, whose Duty it is to set Pre-fines, shall set on every Writ of Covenant brought to the said Alienation-Office, on which no Pre-fine is payable, a Post-fine of 6s. 8d. and shall indorse such Post-fine of 6s. 8d. on every such Writ of Covenant, with his Name and Mark of Office; as it has been usual; and every such Post-fine of 6s. 8d. shall be paid to the Receiver of the Alienation-Office, before the Writ of Covenant, on which no Pre-fine is payable, be passed at the Alienation-Office; and the Receiver, on Payment of the said 6s. 8d. shall indorse and mark every such Writ of Covenant as other Writs of Covenant are by this Act directed to be indorsed.

By

OF FINES.

By *Sec. 4.* The Officer or Clerk of the King's Silver Office, or his Deputy, after the first Day of *Trinity* Term 1759, shall not receive any Writ of Covenant, unless it appear by the Mark and Indorsement of such Receiver, that the Post-fine has been paid.

By *Sec. 5.* If after the Payment of such Post-fine, the Writ of Covenant, by the Death of any of the Parties, or other Cause, be prevented from passing through the several other Offices, so as the said Fine is not completed, then the said Receiver shall re-pay to the Cognizees, or their Attorney, on producing and filing with him, the said Writ of Covenant, every such Sum as has been before by him received for the Post-fine; and *such Writ of Covenant so remaining filed with such Receiver shall be a Discharge to such Receiver.

* 110

By *Sec. 11.* This Act shall not alter the Operation of any Fine, which, after the first Day of *Trinity* Term 1759, shall be levied in the Common Pleas at *Westminster*, or the Course of passing Fines in that Court, otherwise than by this Act directed.

From the Alienation-Office you carry the Writ to the Return-Office, which is now kept at the Prothonotary's Office, in the *Temple*; here the Return of the Sheriff is indorsed on the Back of the Writ in this Manner:

Pledges of Prosecution, { *John Doe,*
 { *Richard Roe,*

Summoners, { *John Denn,*
 { *Richard Fenn.*
 T. B. Esq; Sheriff.

You pay at this Office 1s. 6d.

Warrant of

You then make out a Warrant of Attorney in this Form:

Attorney.

Michaelmas

OF FINES.

- * 111 * Michaelmas Term, (the same, the Writ of Covenant is returnable in) *in the 13th Year of King George the Second.*

Norfolk. ‘ A. B. (the Conusee) puts in his Place
‘ A. C. D. his Attorney, to prosecute a
‘ Writ of Covenant against E. F. and G. his Wife (the
‘ Conusors) of Lands and Tenements in S.’

You file this with the Clerk of the Warrants at his Office in *Symond's Inn*; you pay him for filing the Warrant 4d. and he puts his Stamp to the Back of the Writ of Covenant.

Attorney to
carry the
Writ of Co-
venant to the
Warrant of
Attorney-
Office.

The Attorney is to bring the Writ of Covenant *im-
mediately* after it is sealed to the Clerk of the Warrants
of this Court, or his Deputy, to be signed by him
before it be signed or recorded by any other Officer of
this Court; to the Intent that the Clerk of the War-
rants, or his Deputy, may take and keep a Note of
the said Writ of Covenant, which Note shall be made
in the Form following: *Berks, ff. A. B. pō. lo. suo C.
D. ad prosequend' bre' de Con' versus E. F. de maner' de
Dale cum pertinen' ac de ten' in Sale &c.* Rule of Court,
Hil. 14 Jac. 1.

Fee 4d.

The Attorney shall allow for every such Entry 4d.
out of his Fees, and subscribe his Name to the said
Note; and the Clerk of the Warrants, or his Deputy,
shall thereupon sign the said Writ; and no Officer of
this Court is to receive or file any Writ of * Covenant,
or make Entry of any Fine, until it be signed by the
Clerk of the Warrants, or his Deputy. *Hil. 14
Jac. 1.*

* 112.

Custos Bre-
vium.

Then you go to the *Custos Brevium's* Office, in *Brick
Court* in the *Temple*, who writes on the Back of the
Concord the Term, of which the Fine is proclaimed,
thus;

Proclaimed *Easter* Term xxv K. Geo. 2. 1752.

And puts his Stamp on the Back of the Concord
and Writ of Covenant: you pay at this Office 3s. 8d.

You

OF FINES.

You then carry the Writ of Covenant to the Cur-
fitor to be *pro'd*, (as it is termed) *i. e.* to be marked
how much is paid *pro licentia alienandi*. He writes at
the Bottom of the Writ of Covenant what you have
paid for the Fine; this costs nothing.

The next Office you apply to is the King's Silver Office, in *Crown Office Row*, in the *Temple*, to enter
the King's Silver, which is the Post-fine now paid at
the Alienation-Office by the late Stat. 32 G. 2.; this
Officer stamps the Concord and Writ of Covenant.
His Fees are variable, according to certain Circum-
stances attending the Acknowledging the Fine, the
County the Lands lie in, *Post Diems*, *Post Terminums*,
&c.

All Persons making any Complaint against Fines ac-
knowledged by Infants, *Feme Coverts* without the Con-
sent of their Husbands, or Persons of *None sane me-
morie*, or otherwise disabled by Law to acknowledge
the same, or by any Person in the Name of another,
or* by the like Deceit, and obtaining Rules for the stay-
ing of such Fines, shall from Term to Term, so long
as they shall expect Benefit or Observance of such
Rules, enter and continue the same Rule for that Term,
or leave Copies thereof with the *Custos Brevium*, Clerk
of the King's Silver, and Chirographer, that the same
may thereby be the better taken notice of; or, in
default thereof, the said Officers, or any of them,
shall not stand farther obliged thereby. *Hil. 28 & 29
Car. 2. Rule of Court.*

Rules for
staying Fines
acknowledg-
ed by Infants,
&c. to be
continued
from Term
to Term, and
Copies left
with the
Clerk of the
King's Sil-
ver, &c.
* 113

And all Persons concerned in the obtaining or pro-
secuting such Rules, for the staying of such Fines so
levied as aforesaid, their Attornies or Clerks, are hereby
enjoined every Term to search, and see the Books and
Entries of Fines with the Clerk of the King's Silver,
or other Officer, where Entries are kept for that Pur-
pose. *Same Rule.*

And the At-
torney every
Term to
search the
Books and
Entries of
Fines.

All Manner of Caveats and Orders for the stopping
Fines and Recoveries, shall be renewed every Term,
or else lose their Force. *Same Rule.*

Rules not
continued
lose their
Force.

All Manner of Caveats and Orders for the stopping
any Fines shall be renewed every Term, and Copies
thereof left with the Clerk of the King's Silver, for
which he is to demand only his ancient Fee of 3 s. 4 d.
the Term; and, in default thereof, all Caveats that
shall King's Silver.

Rules to be
continued
every Term,
and Copies
left with the
Clerk of the
King's Silver.

OF FINES.

shall not be so renewed, shall lose their Force, and be void. *Pas. 29 Car. 2.*

No Fine taken by Ch. Just. Judge of Assise or Serjeant, if Date of Caption erased, to pass the King's Silver Office without a Judge's Order. No Fine whatsoever taken and acknowledged before the said Lord Chief Justice, or any Judge of Assize or Serjeant at Law, if the Date of the Caption of such Fine shall * appear to have been razed, shall for the future pass the Queen's Silver Office, and the Queen's Silver of such Fine be recorded by the said Clerk of the Queen's Silver, before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for his passing and entering such Fine, first had and obtained. *Rule, Easter, 9 Ann.*

* 114 After Fine passed King's Silver Office, no Alteration to be without a Judge's Order. After any Fine whatsoever shall have passed the said Queen's Silver Office, and the Queen's Silver of such Fine be recorded, neither the *Præcipe* or Caption of any such Fine, or Writ of *Dedimus Potestatem*, or Writ of Covenant, by which any such Fine be passed, shall be razed or altered before there be an Order under the Hand of the said Lord Chief Justice, or some other Justice of this Court, for the doing thereof, and for Amending of all Entries made from such Writ or Writs, first had and obtained. *Same Rule.*

One Conusor being dead, the Fine passed generally as to both. The Fine being brought to the King's Silver Office a Year after the Caption was stopped for Want of the usual Affidavit, that the Parties were living, and in Fact one of the Conusors was dead. On Application to the Judges in the Treasury, they refused to order that the deceased Conusor should be struck out, and the Fine pass as to the other; but made a Rule, that the surviving Conusor should shew Cause why the Fine should not pass generally as to all Parties; which Rule was afterwards made absolute on Affidavit of the Service. *Barnes. 142.*

* 115 If Fine taken above a Year before brought to the King's Silver Office, Affidavit must be made that the Party was alive when the King's Silver was paid. * Another Fine was also stopped at the King's Silver Office for the like Reason; but it appearing to the Court on Application that the Parties were alive when the King's Silver, which is the Post-fine, was paid, the Court ordered that the Fine should pass, and said that the Affidavit required in such Case is, that the Parties were alive when the King's Silver, *i. e.* the Post-fine, was paid. *Barnes 142.*

Lastly,

OF FINES

Lastly, You carry the Writ of Covenant, *Dedimus Chirogra-*
(if any) and Concord, to the Chirographer's Office in pher.
Hare Court in the *Temple*: You pay here to the Chi-
rographer, *viz.*

• 5 •

The ancient Fee limited	
by Stat. 13 <i>Ed.</i> 1.	o 4 •
From Stat. 4 <i>H.</i> 7. for	
the new Service of pro-	
claiming the Fine,	o o 8
By Stat. 23 <i>Eliz.</i> for writ-	
ing the Rolls.	o o 4
And if a <i>Post Terminum</i> ,	

o 1 2

The Chirographer's Clerk for the County the Lands
lie in, will make out the Indentures, which you deliver
to your Client, and then the Fine is completed. You
pay for the Indentures, if the Fine be with one War-
ranty, 3s. 6d. And for longer Fines according to the
Length, *viz.* 6d. for every Warranty.

* Note; The Fine in passing usually lies at each of
these Offices, except the Clerk of the Warrants and
Curfitor's Office, two or three Days, and at some more;
therefore you ought to lose as little Time as possible,
lest you increase the Charge by Fees for *Post Terminums*
and *Post Diems*, *Post Horams* &c.

* 116

But you may carry your Fine through all the Offices
in a Day, paying the Clerk at each Office 6d. for
Expedition.

SEVERAL

OF FINES.

* 117

* SEVERAL PRECEDENTS

OF

PRÆCIPES AND CONCORDS.

*Fines Sur Cognissance de droit come ceo que il ad
de son done.*

*The Præcipe and Concord of a Fine from one, to
one, of a Messuage in London.*

Præcipe.

*London, 'COMMAND A. B. that justly, &c. he per-
to wit. 'C form to C. D. the Covenant made be-
' tween them of one Messuage, with the Appurte-
' nances, in the Parish of St. Mary le Bow. And un-
' less,' &c.*

Concord.

*' And the Agreement is such, to wit, That the afore-
' said A. B. hath acknowledged the aforefaid Messuage,
' with the Appurtenances, to be the Right of him the
' said C. as that which the said C. hath of the Gift of the
' aforefaid A. And that he hath remised and quit-
' claimed from him the said A. and his Heirs to the
' aforefaid C. and his Heirs for ever. And moreover the
' said A. hath granted for himself and his Heirs, that
' he will warrant to the aforefaid C. and his Heirs the
' aforefaid Messuage, with the * Appurtenances, against
' him the said A. and his Heirs for ever. And for
' this,' &c.*

* 118

*Taken and acknowledged
the — Day of —
in the — Year of the
Reign of King George
the Second, before*

A Fine

OF FINES.

A Fine from one to two of a Manor, Messuages, Land, Meadow, Pasture and Rent.

York, ' **COMMAND** R. T. Esq; that justly, &c. he Præcipe.
to wit, ' perform to E. R. Knt. and J. R. Esq;
' the Covenant made between them of the Manor of B.
' with the Appurtenances, and of 10 Messuages, 100
' Acres of Land, 40 Acres of Meadow, 800 Acres of
' Pasture, and 7 l. 10 s. Rent, with the Appurtenances,
' in B. And unless,' &c.

' *And the Agreement* is such, to wit, That the afore- Concord.
' said R. hath acknowledged the aforesaid Manor,
' Tenements and Rent, with the Appurtenances, to be
' the Right of him the said E. as those which the said
' E. and J. have of the Gift of the aforesaid R. *And*
' those he hath remised and quit-claimed from him the
' said R. and his Heirs to the aforesaid E. and J. and
' the Heirs of the said E. for ever. *And moreover* the
' said R. hath granted for himself and his Heirs, that
' he will warrant to the aforesaid E. and J. and the
' Heirs of the said E. the aforesaid Manor, Tenements
' and Rent, with the * Appurtenances, against him the
' said R. and his Heirs for ever. *And for this,' &c.*

* 120

Taken and acknowledged, &c.

N. B. If there be two or more Conusees who are joint Purchasers, the Grant and Warranty must be to them and *their Heirs*, instead of the Heirs of one of them.

A Fine from Baron and Feme of the Husband's Lands.

Nottingham, ' **COMMAND** A. B. and C. his Wife, Præcipe.
to wit, ' that justly, &c. they perform to D. E.
' the Covenant made between them of, (*here insert*
' *Parcels*). And unless,' &c.

G

' And

OF FINES.

Concord.

^a Or Manors,
Tenements,
Common,
&c. (as the
Case happens
to be).

‘ And the Agreement is such, to wit, That the afore-
said *A.* and *C.* have acknowledged the ^a Tenements
aforesaid, with the Appurtenances, to be the Right
of him the said *D.* as those which the same *D.* hath
of the Gift of the aforesaid *A.* and *C.* And those they
have remised and quit claimed from them the said *A.*
and *C.* and the Heirs of the said *A.* to the aforesaid
D. and his Heirs for ever. And moreover the same *A.*
and *C.* have granted for themselves and the Heirs of
the said *A.* that they will warrant to the aforesaid *D.*
and his Heirs the aforesaid Tenements, with the Ap-
purtenances, against them the said *A.* and *C.* and the
* Heirs of the said *A.* for ever. And for this, &c.

* 121

Taken and acknowledged, &c.

*A Fine from Baron and Feine of the Wife's
Lands.*

Derby, ‘ **COMMAND** *A. B.* and *C.* his Wife, that
to wit, ‘ *C.* justly, &c. they perform to *D. E.* the
Covenant made between them of, (*here insert the*
Parcels). And unless, &c.

^b Or Manors,
&c. (as the
Case happens
to be).

‘ And the Agreement is such, to wit, That the afore-
said *A.* and *C.* have acknowledged the aforesaid ^b Te-
nements, with the Appurtenances, to be the Right of
him the said *D.* as those which the said *D.* hath of
the Gift of the said *A.* and *C.* And those they have
remised and quit-claimed from them the said *A.* and
C. and the Heirs of the said *C.* to the said *D.* and his
Heirs for ever. And moreover the said *A.* and *C.* have
granted for themselves and the Heirs of the said *C.*
that they will warrant to the aforesaid *D.* and his
Heirs the aforesaid Tenements, with the Appurten-
ances, against them the aforesaid *A.* and *C.* and the
Heirs of the said *C.* for ever. And for this, &c.

Taken and acknowledged, &c.

If you are not certain whether the Lands, &c. be
the Husband's or the Wife's, then say, *their* Heirs.
And many in such Cases, for the * greater Certainty,
will make a Warranty to bar the Husband and his
Heirs, and another Warranty to bar the Wife and her
Heirs

* 122

OF FINES.

Heirs, as in the following Precedent of a whole Indenture of a Fine.

The Indenture of a Fine from Baron and Feme to one Conusee of a Manor, Messuages, Cottages, Mills, Dove-houses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and 175l. 18s. 3d. Rent.

THIS is the final Agreement made in the Court of our Sovereign Lord the King at *Westminster*, in eight Days of the *Purification* of the Blessed *Mary*, in the twelfth Year of the Reign of *George the Third*, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. before *William De Grey, Henry Gould, William Blackstone, and George Nares*, Justices of our Lord the King, and others then and there present, between Sir *W. J.* Knight, Plaintiff, and Sir *A. C.* Baronet, and *F.* his Wife, Deforciant, of the Manor of *L.* with the Appurtenances, and of twenty Messuages, six Cottages, two Water-mills, two Dove-houses, twenty Gardens, thirty Orchards, nine Hundred Acres of Land, three Hundred and sixty Acres of Meadow, eleven Hundred Acres of Pasture, three Hundred Acres of Wood, and five Hundred Acres of Furze and * Heath, with the Appurtenances, in the Parishes of *L. E. B. E. L.* otherwise *L. M. Y.* and *L.* and also of an annual Rent of one Hundred and seventy-five Pounds eighteen Shillings and Three-pence, issuing out of certain Lands and Tenements in the Parishes aforesaid, whereupon a Plea of Covenant was summoned between them in the same Court, that is to say, That the aforesaid Sir *A.* and *F.* have acknowledged the aforesaid Manor, Tenements and Rent, with the Appurtenances, to be the Right of him the said Sir *W.* as those which the said Sir *W.* hath of the Gift of the aforesaid Sir *A.* and *F.* and those they have remised and quit-claimed from them the said Sir *A.* and *F.* and their Heirs to the aforesaid Sir *W.* and his Heirs for ever. And Warrant moreover the said Sir *A.* and *F.* have granted for themselves and the Heirs of the said Sir *A.* that they will Husband and warrant his Heirs.

OF FINES.

Warranty
against the
Wife and her
Heirs.

* 124

‘ warrant to the aforefaid Sir *W.* and his Heirs the
‘ aforefaid Manor, Tenements and Rent, with the Ap-
‘ purtenances, againſt them the ſaid Sir *A.* and *F.* and
‘ the Heirs of the ſaid Sir *A.* for ever. *And further,*
‘ the ſaid Sir *A.* and *F.* have granted for themſelves
‘ and the Heirs of the ſaid *F.* that they will warrant
‘ to the aforefaid Sir *W.* and his Heirs the aforefaid
‘ Manor, Tenements, and Rent, with the Appurte-
‘ nances, againſt them the ſaid Sir *A.* and *F.* and the
‘ Heirs of the ſaid *F.* for ever. And for this Acknow-
‘ ledgment, Remiſe, Quit-claim, Warranty, Fine and
‘ agreement, the ſaid * Sir *W.* hath given to the afore-
‘ ſaid Sir *A.* and *F.* Four Thouſand eight Hundred
‘ Pounds Sterling.’

Though moſt Fines are taken by *Dedimus*, yet they
are recorded (as in the above Inſtance) to be taken in
Court, and this to prevent Queſtions about the Cap-
tions.

When a Fine is from divers, the Fee is ſuppoſed to
be in one of them only, and if it be ſo, the Release and
Warranty muſt be from him.

But generally where there are divers Conuſors, the
Release is from them and their Heirs as follows.

A Fine from three to two.

Præcipe.

Suffex, ‘ **COMMAND** *A. B. C. D.* and *E. F.* that
‘ *to wit,* ‘ juſtly, &c. they perform to *G. H.* and *J.*
‘ *K.* the Covenant made between them of, (*here inſert*
‘ *the Parcels*). And unleſs,’ &c.

Concord.

‘ *And the Agreement* is ſuch, to wit, That the aforeſaid
‘ *A. C.* and *E.* have acknowledged the Tenements afore-
‘ ſaid, with the Appurtenances, to be the Right of him
‘ the ſaid *G.* as thoſe which the ſaid *G.* and *J.* have of
‘ the Gift of the ſaid *A. C.* and *E.* and thoſe they have
‘ remiſed and quit-claimed from themſelves the ſaid *A.*
‘ *C.* and *E.* and their Heirs to the aforeſaid *G.* and *J.*
‘ and the Heirs of the ſaid *G.* for * ever. *And more-*
‘ *over* the ſaid *A. C.* and *E.* have granted for themſelves
‘ and the Heirs of the ſaid *A.* that they will warrant
‘ the Tenements aforeſaid, with the Appurtenances, to
‘ the aforeſaid *G.* and *J.* and the Heirs of the ſaid *G.*
‘ againſt

* 125

* But it is
better to have
a ſeparate
Warranty.
from each

OF FINES.

‘ against them the aforesaid *A. C.* and *E.* and the Heirs *Conusor* and
 ‘ of the said *A.* for ever. And for this, &c. his Heirs,
 as below.

Taken and acknowledged, &c.

a In Case of divers Conusors, they generally warrant *a*Note above.
severally as follows :

‘ *AND* moreover the said *A.* hath granted for himself
 ‘ and his Heirs, that he will warrant the Tene-
 ‘ ments aforesaid, with the Appurtenances, to the
 ‘ aforesaid *G.* and *J.* and the Heirs of the said *G.*
 ‘ against the aforesaid *A.* and his Heirs for ever. And
 ‘ further, the said *C.* hath granted for himself and his
 ‘ Heirs, that he will warrant the Tenements aforesaid,
 ‘ with the Appurtenances, to the aforesaid *G.* and *J.*
 ‘ and the Heirs of the said *G.* against the aforesaid *C.*
 ‘ and his Heirs for ever. And also the said *E.* hath
 ‘ granted for himself and his Heirs, that he will war-
 ‘ rant the Tenements aforesaid, with the Appurte-
 ‘ nances, to the aforesaid *G.* and *J.* and the Heirs of
 ‘ the said *G.* against the aforesaid *E.* and his Heirs for
 ‘ ever. And for this, &c.

* *A Fine from two to two of a Manor, Messuages,*
Tofts, Mill, Dovehouse, Gardens, Land, Meadow,
Pasture, Wood, Heath, Moor, Rush, Marsh, Elder,
Broom, Rent and Common of Pasture, with War-
ranty against the Conusors and the Heirs of one of
them, to the Conusees and the Heirs of one of them.

* 126

Cornwall, ‘ *COMMAND* *M. K.* Esq; and *J. W.* Præcipe.
 ‘ to wit, ‘ Esq; that justly, &c. they perform to
 ‘ *J. S.* and *R. R.* the Covenant made between them of
 ‘ the Manor of *A.* with the Appurtenances, and of
 ‘ seven Messuages, two Tofts, one Mill, two Dove-
 ‘ houses, ten Gardens, five Hundred Acres of Land,
 ‘ one Hundred Acres of Meadow, two Hundred Acres
 ‘ of Pasture, twenty Acres of Wood, one Hundred
 ‘ Acres of Heath, two Hundred Acres of Moor, forty
 ‘ Acres of Rush, twenty Acres of Marsh, ten Acres of
 ‘ Elder,

OF FINES.

‘ Elder, twelve Acres of Broom, twenty Shillings
 ‘ Rent, and Common of Pasture for all Manner of
 ‘ Cattle, with the Appurtenances, in *T.* and *R.* And
 ‘ unless,’ &c.

Concord.

* 127

‘ *And the Agreement* is such, to wit, That the afore-
 ‘ said *M.* and *J. W.* have acknowledged the afore-
 ‘ said Manor, Tenements, Rent and Common, with the
 ‘ Appurtenances, to be the Right of him the said *J. S.*
 ‘ * as those which the said *J. S.* and *R.* have of the
 ‘ Gift of the afore-*said M.* and *J. W.* And those they
 ‘ have remised and quit-claimed from them the said
 ‘ *M.* and *J. W.* and the Heirs of the said *M.* to the
 ‘ afore-*said J. S.* and *R.* and the Heirs of the said *J. S.*
 ‘ for ever. And moreover the said *M.* and *J. W.* have
 ‘ granted for themselves and the Heirs of the said *M.*
 ‘ that they will warrant to the afore-*said J. S.* and *R.*
 ‘ and the Heirs of the said *J. S.* the afore-*said Manor,*
 ‘ Tenements, Rent and Common, with the Appurte-
 ‘ nances, against them the said *M.* and *J. W.* and the
 ‘ Heirs of the said *M.* for ever. And for this,’ &c.

Taken and acknowledged, &c.

A Concord by two to one, with several Warranties.

* 128

‘ *AND the Agreement* is such, to wit, That the afore-
 ‘ said *W.* and *F.* have acknowledged the afore-*said*
 ‘ Tenements, with the Appurtenances, to be the Right
 ‘ of the said *R.* as those which the said *R.* hath of the
 ‘ Gift of the afore-*said W.* and *F.* and those they have
 ‘ remised and quit-claimed from them the said *W.* and
 ‘ *F.* and their Heirs to the afore-*said R.* and his Heirs
 ‘ for ever. And moreover the said *W.* hath granted for
 ‘ himself and his Heirs, that he will warrant to the
 ‘ afore-*said R.* and his Heirs the afore-*said Tenements,*
 ‘ with the Appurtenances against him the said *W.* and
 ‘ his * Heirs for ever. And further, the said *F.* hath
 ‘ granted for himself and his Heirs, that he will war-
 ‘ rant to the afore-*said R.* and his Heirs the afore-*said*
 ‘ Tenements, with the Appurtenances, against him the
 ‘ said *F.* and his Heirs for ever. And for this,’ &c.

Taken and acknowledged, &c.

A Fine

OF FINES.

*A Fine by Baron and Feme of a Messuage, Toft, Land,
&c. the Estate of the Husband.*

Yarkshire, 'COMMAND R. B. and M. his Wife, ^{ThePræcipe}
to wit, ' that justly, &c. they perform to T. M.
' the Covenant made between them of one Messuage,
' one Toft, six Acres of Land, &c. (naming all the Par-
' cels) with the Appurtenances in W. And unless, &c.

' And the Agreement is such, to wit, That the afore- ^{TheConcord}
' said R. and M. have acknowledged the aforesaid Te-
' nements, with the Appurtenances, to be the Right
' of him the said T. as those which the same T. hath
' of the Gift of the aforesaid R. and M. And those
' they have remised and quit-claimed from themselves
' the said R. and M. and the Heirs of the said R. to
' the aforesaid T. and his Heirs for ever. And moreover
' the said R. and M. have granted for themselves
' and the Heirs of the said R. that they will warrant
' to the aforesaid T. and his Heirs the aforesaid Tene-
' ments, with the Appurtenances, * against them the
' said R. and M. and the Heirs of the said R. for ever.
' And for this, &c.

* 149

Taken and acknowledged, &c.

*A Fine by Baron and Feme of Land, Wood, &c. the
Estate of the Wife,*

Leicestershire, 'COMMAND T. L. and A. his Wife, ^{ThePræcipe}
to wit, ' that justly, &c. they perform to G.
' B. the Covenant made between them of forty Acres
' of Land and ten Acres of Wood, &c. with the Ap-
' purtenances, in G. G. And unless, &c.

' And the Agreement is such, to wit, That the afore-
' said T. and A. have acknowledged the aforesaid Te-
' nements, with the Appurtenances, to be the Right
' of him the said G. as those which the same G. hath
' of the Gift of the aforesaid T. and A. And those
' they have remised and quit-claimed from themselves
' the

OF FINES.

Warranty. ' the said *T.* and *A.* and the Heirs of the said *A.* to the
 ' aforefaid *G.* and his Heirs for ever. *And moreover* the
 ' said *T.* and *A.* have granted for themselves and the
 ' Heirs of the said *A.* that they will warrant to the
 ' aforefaid *G.* and his Heirs the aforefaid Tenements,
 ' with the Appurtenances, againſt them the ſaid *T.* and
 ' *A.* and the Heirs of the ſaid *A.* for ever. And for
 ' this,' &c.

Taken and acknowledged, &c.

* 130 * *A Fine by four Conuſors and the Wives of two of them,
 to one Conuſee, of Meſſuages, Cottages, Dove-houſes,
 Gardens, Land, Meadow and Liberty of Foldage,
 with ſeveral Warranties.*

ThePræcipe. *Norfolk,* ' **C**OMMAND *E. B. Gent. S. B. Gent. R.*
 to wit, ' *B. Gent. and A. his Wife, and T. G.*
 ' *Gent. and M. his Wife, that juſtly, &c. they per-*
 ' *form to J. S. Gent. the Covenant made between them*
 ' *of two Meſſuages, two Cottages, one Dove-houſe,*
 ' *two Gardens, one Hundred Acres of Land, two Hun-*
 ' *dred Acres of Meadow, and Liberty of one Foldage,*
 ' *with the Appurtenances, in W. and B. And unleſs,*
 ' *&c.*

TheConcord ' *And the Agreement is ſuch, to wit, That the*
 ' *aforeſaid E. B. S. B. R. B. and A. his Wife, T. G.*
 ' *and M. his Wife, have acknowledged the aforeſaid*
 ' *Tenements, and Liberty, with the Appurtenances, to*
 ' *be the Right of him the ſaid J. S. as thoſe which the*
 ' *ſaid J. hath of the Gift of the aforeſaid E. S. R. and*
 ' *A. and T. and M. and thoſe they have remiſed and*
 ' *quit-claimed from themſelves the ſaid E. S. R. and A.*
 ' *T. and M. and their Heirs to the ſaid J. and his*
 1. Warranty. ' *Heirs for ever. And moreover the ſaid E. hath grant-*
 ' *ed for himſelf and his Heirs, that he will warrant to*
 ' *the aforeſaid J. and his Heirs the aforeſaid Tene-*
 ' *ments and Liberty, with the Appurtenances, againſt*
 * 131 ' *him the ſaid E. and his Heirs for ever. And fur-*
 2. Warranty. ' *ther the ſaid S. hath granted for himſelf and his*
 ' *Heirs,*

OF FINES.

' Heirs, that he will warrant to the aforesaid *J.* and
 ' his Heirs, the aforesaid Tenements and Liberty, with
 ' the Appurtenances, against him the said *S.* and his
 ' Heirs for ever. *And also* the said *R.* and *A.* have 3. Warranty.
 ' granted for themselves and the Heirs of the said *R.*
 ' that they will warrant to the aforesaid *J.* and his
 ' Heirs the aforesaid Tenements and Liberty, with the
 ' Appurtenances, against them the said *R.* and *A.* and
 ' the Heirs of the said *R.* for ever. *And furthermore* 4. Warranty.
 ' the said *T.* and *M.* have granted for themselves and
 ' the Heirs of the said *M.* † that they will warrant to
 ' the aforesaid *J.* and his Heirs the aforesaid Tene-
 ' ments and Liberty, with the Appurtenances, against
 ' them the said *T.* and *M.* and the Heirs of the said
 ' *M.* for ever. And for this, &c.

Taken and acknowledged, &c.

N. B. The Warranty must always be against the
 Person and his or her Heirs, from whom, or from
 whose Ancestors, the Lands originally moved, came or
 descended.

* *A Fine by Baron and Feme to two Conuscees and the*
Heirs of one of them, of Tithes of Hay, Wood and
Underwood, with Warranty against the Heirs of the
Husband.

* 132

Suffolk, ' **COMMAND** *J. S.* and *M.* his Wife, that The Precipe.
 to wit, ' justly, &c. they perform to *N. H.* and *J.*
 ' *M.* the Covenant made between them of the Tithes
 ' of Hay, Wood and Underwood, † with the Appur-
 ' tenances, in *H.* And unless, &c.

' And

† The Wife here, is supposed to be the Person from whom
 the Lands moved, and therefore her Heirs are to be barred by
 the Warranty.

† Tithes pass in a Common Recovery without the Word *Ap-*
purtenances; and therefore *Quare*, whether they do not also pass
 without it in a Fine; but the best way is to pursue a Writ of
 Covenant, which the Curitor in such a Case will make out
 right.

OF FINES.

The Concord. ‘ *And the Agreement* is such, to wit, That the afore-
 ‘ said *J.* and *M.* have acknowledged the aforefaid
 ‘ Tithes, with the Appurtenances, to be the Right of the
 ‘ said *N.* as those which the said *N.* and *J. M.* have of
 ‘ the Gift of the aforefaid *J.* and *M.* And those they
 ‘ have remised and quit-claimed from them the said *J.*
 ‘ and *M.* and their Heirs to the aforefaid *N.* and *J.*
 ‘ *M.* and the Heirs of the said *N.* for ever. And
 ‘ moreover the said *J. S.* and *M.* have granted for
 ‘ themselves and the Heirs of the said *J. S.* that they
 ‘ will warrant to the aforefaid *N.* and *J. M.* and the
 ‘ Heirs of the said *N.* the † aforefaid Tithes, with the
 ‘ Appurtenances, against them the said *J. S.* and *M.*
 ‘ and the Heirs of the said *J. S.* for ever. And for
 ‘ this, &c.

Taken and acknowledged, &c.

* 133 * *A Fine by Baron and Feme of a Manor, Messuages, Cottages, Water-mills, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, free Warren, free Fishery, View of Frank-pledge, Advowson, and Moiety of a Manor, the Estate of the Wife.*

Præcipe. *Cambridgeshire,* ‘ **COMMAND** *J. C. Bart. and Eliza-*
 ‘ *to wit,* ‘ *beth his Wife, that justly, &c. they*
 ‘ perform to *R. C. Esq;* the Covenant made between
 ‘ them of the Manor of *F.* with the Appurtenances,
 ‘ and of seven Messuages, ten Cottages, two Water-
 ‘ mills, sixteen Gardens, sixteen Orchards, one Thou-
 ‘ sand and thirty Acres of Land, thirty Acres of Mea-
 ‘ dow, two Hundred and forty Acres of Pasture, twelve
 ‘ Acres of Wood, five Hundred Acres of Furze and
 ‘ Heath, free Warren, free Fishery and View of Frank-
 ‘ pledge, with the Appurtenances, in *F. T. M. F. S.*
 ‘ and *W.* and also of the * Advowson of the Church of
 ‘ *F.* and also of the moiety of the Manor of *H.* with
 ‘ the Appurtenances. And unless, &c.

* 134

‘ *And*

† An Advowson passes without the Word *Appurtenances.*

OF FINES.

‘ *And the Agreement* is such, to wit, That the afore-Concord.
 ‘ said *J.* and *E.* have acknowledged the aforesaid
 ‘ Manor, Tenements, Warren, Fishery, and View of
 ‘ Frankpledge and Moiety, with the Appurtenances,
 ‘ and the Advowson aforesaid, to be the Right of the
 ‘ said *R.* as those which the said *R.* hath of the Gift of
 ‘ the said *J.* and *E.* And those they have remised and
 ‘ quit-claimed from themselves the said *J.* and *E.* and
 ‘ their Heirs to the said *R.* and his Heirs for ever. And
 ‘ moreover the said *J.* and *E.* have granted for them-
 ‘ selves and the Heirs of the said *E.* that they will war-
 ‘ rant to the aforesaid *R.* and his Heirs the aforesaid
 ‘ Manor, Tenements, Warren, free Fishery, View of
 ‘ Frankpledge and Moiety, with the Appurtenances,
 ‘ and the Advowson aforesaid, against the aforesaid *J.*
 ‘ and *E.* and the Heirs of the said *E.* for ever. And
 ‘ for this, &c.

Taken and acknowledged, &c.

* *A Fine by Baron and Feme to one Conusee, of a Manor,
 Messuages, Dove-house, Gardens, Orchards, Land,
 Meadow, Pasture, Wood, Furze and Heath, Com-
 mon of Pasture, Turbary, Liberty of Foldage and
 View of Frankpledge, the Estate of the Husband.*

* 135

Norfolk, ‘ **COMMAND R. D.** otherwise *O. Esq;* and *Præcipe*,
 to wit, ‘ *Elizabeth* his Wife, that justly, &c. they
 ‘ perform to *J. M. Gent.* the Covenant made between
 ‘ them of the Manor of *T.* otherwise, &c. and of ten
 ‘ Messuages, one Dove-house, ten Gardens, ten Or-
 ‘ chards, one Thousand Acres of Land, twenty Acres
 ‘ of Meadow, one Hundred Acres of Pasture, one
 ‘ Hundred Acres of Wood, two Hundred Acres of
 ‘ Furze and Heath, Common of Pasture for all Cattle,
 ‘ Common of Turbary, Liberty of Foldage and View
 ‘ of Frankpledge, with the Appurtenances, in *T.* other-
 ‘ wise, &c. And unless, &c.

‘ *And the Agreement* is such, to wit, That the afore-Concord.
 ‘ said *R.* and *E.* have acknowledged the aforesaid
 ‘ Manor, Tenements, Commons, Liberty and View of
 ‘ Frankpledge, with the Appurtenances, to be the
 ‘ Right

OF FINES.

* 136 *Warranty against the Heirs of the Husband.*
 ‘ Right of him the said J. as those which the said J. hath
 ‘ of the Gift of the aforesaid R. and E. And those
 ‘ they have remised and quit-claimed from them-
 ‘ selves the said R. and E. and * their Heirs to
 ‘ the said J. and his Heirs for ever. And moreover
 ‘ the said R. and E. have granted for themselves and
 ‘ the Heirs of the said R. that they will warrant to the
 ‘ aforesaid J. and his Heirs, the aforesaid Manors,
 ‘ Tenements, Commons, Liberty and View of Frank-
 ‘ pledge, with the Appurtenances, against them the
 ‘ aforesaid R. and E. and the Heirs of the said R. for
 ‘ ever. And for this,’ &c.

Taken and acknowledged, &c.

*A Fine by Baron and Feme to two Conusees, of Mes-
 suages, Cottages, Tofts, Dovehouse, Gardens,
 Orchards, Land, Meadow, Pasture, Wood, Furze
 and Heath, Rent, Court-Leet, View of Frank-
 pledge, and of the Moiety of a Manor, the Estate of
 the Husband.*

Præcipe.

Lincolnshire, ‘ **C**OMMAND R. A, Gent. and M.
 ‘ to wit, ‘ his Wife, that justly, &c. they per-
 ‘ form to J. L. Gent. and E. T. Gent. the Covenant
 ‘ made between them of six Messuages, six Cottages,
 ‘ six Tofts, one Dovehouse, two Gardens, two Or-
 ‘ chards, three Hundred Acres of Land, one Hundred
 ‘ Acres of Meadow, two Hundred Acres of Pasture,
 ‘ twenty Acres of Wood, twenty Acres of Furze and
 ‘ Heath, twenty Shillings Rent, a Court-Leet and
 ‘ View of Frankpledge, with the Appurtenances, in T.
 ‘ and of the Moiety of the Manor of *F. with the Ap-
 ‘ purtenances. And unless,’ &c.

* 137

Concord.

‘ And the Agreement is such, to wit, That the aforesaid
 ‘ R. and M. have acknowledged the aforesaid Tene-
 ‘ ments, Rent, Court-Leet, View of Frankpledge and
 ‘ Moiety aforesaid, with the Appurtenances, to be the
 ‘ Right of him the said J. as those which the said J. and
 ‘ E. have of the Gift of the aforesaid R. and M. And
 ‘ those they have remised and quit-claimed from them-
 ‘ selves the said R. and M. and their Heirs to the afore-
 ‘ said J. and E. and the Heirs of the said J. for ever.
 ‘ And

OF FINES.

‘ And moreover the aforefaid *R.* and *M.* have granted Warranty
 ‘ for themselves and the Heirs of the faid *R.* that they against the
 ‘ will warrant to the aforefaid *J.* and *E.* and the Heirs Heirs of the
 ‘ of the faid *J.* the aforefaid Tenements, Rent, Court- Husband.
 ‘ Leet, View of Frankpledge and Moiety aforefaid,
 ‘ with the Appurtenances, againſt the aforefaid *R.* and
 ‘ *E.* and the Heirs of the faid *R.* for ever. And for
 ‘ this, &c.

Taken and acknowledged, &c.

* *A Fine by three Conuſors and the Wife of two of them,*
to one Conuſee, of a Meſſuage, Barns, Stables, Gar-
den, Orchard, Meadow, Paſture, Furze and
Heath.

* 138

Esſex, ‘ **C**OMMAND *M. S.* Widow, *P. G.* and *E.* Præcipe.
 to wit, ‘ his Wife, *W. C.* and *M.* his Wife, that
 ‘ they juſtly, &c. perform to *T. B.* Eſq; the Co-
 ‘ venant made between them of one Meſſuage, two
 ‘ Barns, two Stables, one Garden, one Orchard, ten
 ‘ Acres of Meadow, thirty Acres of Paſture and twen-
 ‘ ty Acres of Furze and Heath, with the Appurte-
 ‘ nances, in *S.* And unleſs, &c.

‘ And the Agreement is ſuch, to wit, That the afore- Concord.
 ‘ faid *M. S. P. G.* and *E. W. C.* and *M.* have acknow-
 ‘ ledged the aforefaid Tenements, with the Appurte-
 ‘ nances, to be the Right of him the faid *T. B.* as
 ‘ thoſe which the faid *T.* hath of the Gift of the afore-
 ‘ faid *M. P.* and *E. W.* and *M.* and thoſe they have
 ‘ remiſed and quit-claimed from themſelves the faid
 ‘ *M. P.* and *E. W.* and *M.* and their Heirs to the
 ‘ aforefaid *T.* and his Heirs for ever. And moreover
 ‘ the faid *M. S.* hath granted for herſelf and her Heirs,
 ‘ that ſhe will warrant to the aforefaid *T.* and his Heirs,
 ‘ the aforefaid Tenements, with the Appurtenances,
 ‘ againſt her the faid † * *M. S.* and her Heirs for ever.

* 139

† As this Eſtate is ſuppoſed to move from the three Women,
 for the three ſeveral Warranties are againſt them and their reſpec-
 tive Heirs.

OF FINES.

‘ And further, the said *P.* and *E.* have granted for themselves and the Heirs of the said *E.* that they will warrant to the aforesaid *T.* and his Heirs the aforesaid Tenements, with the Appurtenances, against them the said *P.* and *E.* and the Heirs of the said *E.* for ever. And furthermore, the said *W.* and *M.* have granted for themselves and the Heirs of the said *M.* that they will warrant to the aforesaid *T.* and his Heirs the aforesaid Tenements, with the Appurtenances, against them the said *W.* and *M.* and the Heirs of the said *M.* for ever.’

Taken and acknowledged by the above-named W. C. and M. his Wife, the 11th Day of December, 1735, before R. E.

*W. C.
M. C.*

*Taken and acknowledged by the above-named M. S. P. G. and E. his Wife, at S. in the County of Essex, the 29th Day of December, 1739, before
M. B.
T. M.*

*M. S.
P. G.
E. G.*

* 140

* *A Fine by three Conusors and the Wives of two of them, to two Conusees, of thirty Acres of Land.*

Præcipe.

Leicestershire, ‘COMMAND G. B. and A. his Wife, to wit. J. B. and M. his Wife, and B. B. that justly, &c. they perform to W. A. and J. S. the Covenant made between them of thirty Acres of Land, with the Appurtenances, in L. and unless, &c.

Concord,

‘ *And the Agreement is such, to wit, That the aforesaid G. and A. J. B. and M. and B. have acknowledged the aforesaid Tenements, with the Appurtenances, to be the Right of the said W. and J. S. as those which the said W. and J. S. have of the Gift of the aforesaid G. and A. J. B. and M. and B. and those they have remised and quit-claimed from themselves the said G. and A. J. B. and M. and B. and their Heirs to the aforesaid W. and J. S. and their Heirs for ever. And moreover the same G. and A. have*

OF FINES.

' *A.* have granted for themselves and the Heirs of the
' said *A.* that they will warrant the aforesaid Tene-
' ments with the Appurtenances, to the aforesaid *W.*
' and *J. S.* and their Heirs, against the said *G.* and *A.*
' and the Heirs of the said *A.* for ever. And further,
' the said *J. B.* and *M.* have granted for themselves
' and the Heirs of the said *M.* that they will warrant
' the aforesaid Tenements, with the Appurtenances, to
' the said * *W.* and *J. S.* and their Heirs, against the
' said *J. B.* and *M.* and the Heirs of the said *M.* for
' ever. And furthermore the said *B.* hath granted for him-
' self and his Heirs, that he will warrant to the afore-
' said *W.* and *J. S.* and their Heirs the aforesaid Te-
' nements, with the Appurtenances, against him the
' aforesaid *B.* and his Heirs for ever. And for this' &c.

* 141

Taken and acknowledged, &c.

*A Fine by five Conufors and the Wives of three of them,
to two Conufees, of Messuages, Cottages, Brewhouse,
Tofts and Land.*

Middlesex, ' **COMMAND** *Joseph Ward* and *Anne* his Præcipe
to wit, ' Wife, *John Stanton* and *Mary* his Wife,
' *James Ward* and *Zachary Ward*, and *William Craw-*
' *ford* and *Elizabeth* his Wife, that justly, &c. they per-
' form to *John Scott* and *Alexander Mee* the Covenant
' made between them of thirty and four Messuages,
' forty and two Cottages, one Brewhouse, three Tofts
' and four Acres of Land, with the Appurtenances, in
' the Parish of *Stebonheath*, otherwise *Stepney*. And
' unless,' &c.

' And the Agreement is such, to wit, That the aforesaid Concord.
' *Joseph* and *Anne*, *John Stanton* and *Mary*, *James*, *Za-*
' *chary*, and *William* and *Elizabeth*, have acknowledged
' the * aforesaid Tenements, with the Appurtenances, to
' be the Right of him the said *John Scott*, as those which
' the said *John* and *Alexander* have of the Gift of the
' aforesaid *Joseph* and *Anne*, *John Stanton* and *Mary*,
' *James*, *Zachary*, and *William* and *Elizabeth*; and
' those they have remised and quit-claimed from them-
' selves the said *Joseph* and *Anne*, *John Stanton* and
' *Mary*, *James*, *Zachary* and *William* and *Elizabeth*, and
' their

* 142

OF FINES.

Warranty
against one
Husband and
his Heirs.

The like
against the
Wife of an-
other, and
her Heirs.

The like
against one
Conufee and
his Heirs.

Warranty
against ano-
ther Conufee
and his Heirs.

* 143

Warranty
against the
Wife of ano-
ther Hus-
band, and
her Heirs.

their Heirs, to the aforefaid *John Scott* and *Alexander*,
and the Heirs of the faid *John* for ever. And more-
over the faid *Joseph* and *Anne* have granted for them-
felves and the Heirs of the faid *Joseph*, that they will
warrant to the aforefaid *John Scott* and *Alexander*, and
the Heirs of the aforefaid *John* the aforefaid Tene-
ments, with the Appurtenances, againft them the faid
Joseph and *Anne* and the Heirs of the faid *Joseph* for
ever. And further, the faid *John Stanton* and *Mary*
have granted for themfelves and the Heirs of the faid
Mary, that they will warrant to the aforefaid *John*
Scott and *Alexander*, and the Heirs of the faid *John*,
the aforefaid Tenements, with the Appurtenances,
againft them the aforefaid *John Stanton* and *Mary*,
and the Heirs of the faid *Mary* for ever. And fur-
thermore the faid *James* hath granted for himfelf and
his Heirs, that he will warrant to the aforefaid *John*
Scott and *Alexander* and the Heirs of the faid *John*
the aforefaid Tenements, with the Appurtenances,
againft him the aforefaid *James* and his Heirs for
ever. And alfo the faid *Zachary* hath granted for
himfelf and * his Heirs, that he will warrant to the
aforefaid *John Scott* and *Alexander*, and the Heirs of
the faid *John*, the aforefaid Tenements, with the
Appurtenances, againft him the aforefaid *Zachary*
and his Heirs for ever. And laftly, the faid *William*
and *Elizabeth* have granted for themfelves and the
Heirs of the faid *Eliz.* that they will warrant to the
aforefaid *John Scott* and *Alexander*, and the Heirs of
the faid *John*, the aforefaid Tenements, with the
Appurtenances, againft them the faid *William* and
Elizabeth and the Heirs of the faid *Elizabeth* for ever.
' And for this,' &c.

Taken and acknowledged, &c.

OF FINES.

A Fine by three Conusors and the Wife of one of them, to one Conufee, of a Manor, Messuages, Cottages, Mills, Dovehouse, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, Rents, and Common of Pasture.

Yorkshire, ' **C**OMMAND *J. R. Bart. and S. his Wife Præcipe.*
to wit, ' *W. B. Esq; and J. M. Esq; that justly,*
' *Ec. they perform to H. L. the Covenant made be-*
' *tween them of the Manor of L. with the Appur-*
' *tenances, and of seven Messuages, five Cottages, two*
' *Mills, one Dovehouse, seven Gardens, seven Or-*
' *chards, one Thousand Acres of Land, fifty Acres of*
' *Meadow, four Hundred Acres of Pasture, twelve*
' *Acres of Wood, sixty Acres of Furze and Heath,*
' ** forty Shillings Rent, the Rent of two Capons, and*
' *Common of Pasture for all Manner of Cattle, with*
' *the Appurtenances, in L. S. and B. And unless, Ec.*

* 144

' *And the Agreement is such, to wit, That the afore-* Concord.
' *said J. R. and S. W. and J. M. have acknowledged*
' *the aforesaid Manor, Tenements, Rents, and Com-*
' *mon of Pasture, with the Appurtenances, to be the*
' *Right of him the said H. L. as those which the said*
' *H. L. hath of the Gift of the aforesaid J. R. and S.*
' *W. and J. M. and those they have remised and quit-*
' *claimed from themselves the said J. R. and S. W. and*
' *J. M. and their Heirs to the aforesaid H. L. and his*
' *Heirs for ever. And moreover the said J. R. and S.* Warranty
' *have granted for themselves and the Heirs of the said* against the
' *J. that they will warrant to the aforesaid H. L. and* Husband and
' *his Heirs the aforesaid Manor, Tenements, Rents,* his Heirs.
' *and Common of Pasture, with the Appurtenances,*
' *against them the aforesaid J. R. and S. and the Heirs*
' *of the said J. R. for ever. And urther, the said W.* The like
' *B. hath granted for himself and his Heirs, that he* against ano-
' *will warrant to the aforesaid H. L. and his Heirs the* ther Conufee
' *aforesaid Manor, Tenements, Rents, and Common* and his Heirs.
' *of Pasture, with the Appurtenances against him the*
' *said W. and his Heirs for ever. And furthermore the*
' *aforesaid J. M. hath granted for himself and his* The like
' *Heirs, that he will warrant to the aforesaid H. L.* against ano-
' *H* ther Conufee
' *and* and his Heirs.

OF FINES.

- * 145 ‘ and his Heirs the aforesaid Manor, Tenements, Rents,
 ‘ and Common of Pasture, with the Appurtenances,
 ‘ against * him the said J. M. and his Heirs for ever.
 ‘ And for this,’ &c.

*Taken and acknowledged by the aforesaid
 Sir J. R. Bart. and S. on the
 Day of in the Year of our
 Lord before*

J. R.
 S. R.

A. B.
 C. D.

*Taken and acknowledged by the aforesaid
 W. B. and J. M. on the
 Day of in the Year of our
 Lord before*

W. B.
 J. M.

J. P.
 D. T.

- * 146 * *A Fine by three Conusors and the Wife of one of them,
 to one Conusee, of a Manor, Scite of a Manor,
 Messuages, Cottages, Gardens, Orchards, Land,
 Meadow, Pasture, Wood, Court-Leet, Court-Baron,
 View of Frankpledge, Rectory, Tithes, Oblations,
 Obventions, Pensions, Portions and Advowson.
 Warranty by the first Conusor against all Men.
 Warranty by the second Conusor against him and his
 Heirs. Warranty by the Third Conusor and his
 Wife against them and the Heirs of the Wife.*

Præcipe.

*Cambridgeshire, ‘ COMMAND R. G. Esq; E. C. Doc-
 to wit. ‘ tor in Divinity, and E. C. Esq; and
 ‘ M. his Wife; that justly, &c. they perform to G.
 ‘ D. Knt. the Covenant made between them of the
 ‘ Manor of E. H. with the Appurtenances, and of the
 ‘ Scite of the Manor of E. H. with the Appurtenances,
 ‘ and also of twenty Messuages, five Cottages, twenty
 ‘ Gardens, twenty Orchards, seven Hundred Acres
 ‘ of Land, one Hundred Acres of Meadow, four
 ‘ Hundred sixty and four Acres of Pasture, fifty
 ‘ Acres of Wood, a Court-Leet, Court-Baron,
 ‘ and View of Frankpledge, with the Appurte-
 ‘ nances,*

OF FINES.

* nances, in *E. H. S. G. H. E. T.* and *P.* and of the
 ' Rectory of *T.* with the Appurtenances, and of all
 ' and all Manner of Tithes, Oblations, Obventions,
 ' * Pensions and Portions to the said Rectory belong- * 147
 ' ing or appertaining, and also of the Advowson of the
 ' Vicarage of the Church of *T.* And unless, &c.

And the Agreement is such, to wit, That the aforesaid Concord.
 ' *R. E.* and *E.* and *M.* have acknowledged the afore-
 ' said Manor, Scite, Tenements, Court-Leet, Court
 ' Baron, View of Frankpledge and Rectory, with the
 ' Appurtenances, ^a Tithes, Oblations, Obventions,
 ' Pensions, Portions and Advowson aforesaid, to be the
 ' Right of the said *G.* as those which the said *G.* hath
 ' of the Gift of the aforesaid *R. E.* and *E.* and *M.* and
 ' those they have remised and quit-claimed from them-
 ' selves and their Heirs to the aforesaid *G.* and his
 ' Heirs for ever. *And moreover* the aforesaid *R.* hath Warranty
 ' granted for himself and his Heirs, that he will war- against all
 ' rant to the aforesaid *G.* and his Heirs the aforesaid Men by one
 ' Manor, Scite, Tenements, Court-Leet, Court Baron, Conusee.
 ' View of Frankpledge and Rectory, with the Appur-
 ' tenances, Tithes, Oblations, Obventions, Pensions,
 ' Portions and Advowson aforesaid, against all Men for
 ' ever. *And further,* the same *E.* hath granted for Warranty by
 ' himself and his Heirs, that he will warrant to the another
 ' aforesaid *G.* and his Heirs the aforesaid Manor, Scite, against self
 ' Tenements, Court-Leet, Court-Baron, View of and his Heirs.
 ' Frankpledge and Rectory, with the Appurtenances,
 ' Tithes, Oblations, Obventions, *Pensions, Portions * 148
 ' and Advowsons aforesaid, against the aforesaid *E.*
 ' and his Heirs for ever. *And furthermore* the said *E.* Warranty a-
 ' and *M.* have granted for themselves and the Heirs of gainst a Wife
 ' the said *M.* that they will warrant to the aforesaid and her
 ' *G.* and his Heirs the aforesaid Manor, Scite, Tene- Heirs.
 ' ments, Court-Leet, Court-Baron, View of Frank-
 ' pledge and Rectory, with the Appurtenances, Tithes,
 ' Oblations, Obventions, Pensions, Portions and Ad-
 ' vowson aforesaid, against them the aforesaid *E.* and
 ' *M.* and the Heirs of the said *M.* for ever. And for
 ' this, &c.

Taken and acknowledged, &c.

H 2

A Fine

^a *Nota*; Tithes, Oblations, &c. and Advowson, always pass without the Word *Appurtenances*.

OF FINES.

A Fine by Baron and Feme to one Cenusee, of a Manor, Messuages, Cottages, Dovehouse, Gardens, Orchards, Land, Meadow, Pasture, Common of Pasture, and an Advowson. Warranty by the Husband and Wife for themselves, and the Heirs of the Wife against all Men.

Præcipe.

Lincolnshire, ' COMMAND R. T. Gent. and Anne to wit, ' his Wife, that justly, &c. they per-
' form to R. W. the Covenant made between them of
' the Manor of S. with the Appurtenances, and of two
' Messuages, seven Cottages, one Dovehouse, two Gar-
' dens, two Orchards, two Hundred and twenty Acres
' of Land, forty and five Acres of Meadow, fifty and
*' five Acres of *Pasture, and Common of Pasture for all*
' Manner of Cattle, with the Appurtenances in S. and
' also of the Advowson of the Church of S. And un-
' less, &c.

* 149

Concord.

' And the agreement is such, to wit, That the afore-
' said R. and A. have acknowledged the aforefaid
' Manor, Tenements and Common of Pasture, with the
' Appurtenances, and Advowson aforefaid, to be the
' Right of him the said R. as those which the same R.
' hath of the Gift of the aforefaid R. and A. and those
' they have remised and quit claimed from themselves
' and their Heirs to the aforefaid R. and his Heirs for
' ever. And moreover the same R. and A. have granted
' for themselves and the Heirs of the said A. that they
' will warrant to the aforefaid R. and his Heirs the
' aforefaid Manor, Tenements and Common of Pas-
' ture, with the Appurtenances, and Advowson afore-
' said, against all Men for ever. And for this, &c.

Taken and acknowledged, &c.

A Fine

OF FINES

* *A Fine by three Conusors and their Wives to one Conussee, of Messuages, Barns, Stables, Gardens, Orchards, Land, Meadow, Pasture and Wood. Warranties several; one warrants one Part, another another Part, and a third another Part.*

* 150

Kent, to wit, ' **COMMAND** A. B. Gent. and C. Præcipe.
' his Wife, D. E. Gent. and F. his
' Wife, G. H. Gent. and J. his Wife, that justly, &c.
' they perform to L. M. Gent. the Covenant made
' between them of six Messuages, six Barns, six Stables,
' six Gardens, three Orchards, one Hundred Acres of
' Land, twenty Acres of Meadow, forty Acres of Pasture,
' and twenty Acres of Wood, with the Appurtenances, in N. O. and P. And unless, &c.

' And the Agreement is such, to wit, That the afore-
' said A. and C. D. and F. G. and J. have acknowledged
' the aforefaid Tenements, with the Appurtenances, to
' be the Right of him the said L. as those which the said
' L. hath of the Gift of the aforefaid A. and C. D. and
' F. G. and J. and those they have remised and quit-
' claimed from themselves the said A. and C. D. and
' F. G. and J. and their Heirs to the aforefaid L. and
' his Heirs for ever. And moreover the said A. and C. D. and F. G. and J. have granted for themselves and the Heirs of the said A. that they will warrant two Messuages, two Barns, two Stables and two Gardens, with the Appurtenances, Parcel of the aforefaid Tenements in N. to the aforefaid L. and his Heirs against themselves the said A. and C. and the Heirs of the said A. forever. And further, the aforefaid D. and F. have granted for themselves and the Heirs of the said D. that they will warrant two Messuages, two Barns, two Stables, two Gardens, three Orchards, one Hundred Acres of Land, twenty Acres of Meadow, forty Acres of Pasture, and twenty Acres of Wood, with the Appurtenances, other Parcel of the aforefaid Tenements in O. to the aforefaid L. and his Heirs, against themselves the aforefaid D. and F. and

1. Warranty of Part against the Heirs of the Husband.

* 151

2. Warranty the like.

OF FINES.

3. Warranty the like. ‘ *F.* and the Heirs of the said *D.* for ever. And also the
 ‘ afore said *G.* and *J.* have granted for themselves and
 ‘ the Heirs of the said *G.* that they will warrant two
 ‘ Messuages, two Barns, two Stables, two Gardens,
 ‘ with the Appurtenances, Residue of the afore said
 ‘ Tenements in *P.* to the afore said *L.* and his Heirs,
 ‘ against themselves the afore said *G.* and *J.* and the
 ‘ Heirs of the said *G.* for ever. And for this,’ &c.

Taken and acknowledged, &c.

* 152

* *By a Baron and his Lady to a Duke of a Manor, Mes-
 suages, Tofts, Water-mills, Gardens, Orchards,
 Land, Meadow, Pasture, Wood, Rent, Common of
 Pasture, free Warren, View of Frankpledge, free
 Fishery, and an Advowson, the Estate of the
 Husband.*

Præcipe.

Northamptonshire, ‘ **COMMAND A.** Lord *H.* Baron
 to wit, ‘ of *H.* in the County of *G.* and
 ‘ *C.* his Wife, that justly &c. they perform to *D.* Duke
 ‘ of *G.* the Covenant made between them of the Manor
 ‘ of *L.* with the Appurtenances, and of twenty Mes-
 ‘ suages, six Tofts, two Water-mills, twenty Gardens,
 ‘ twenty Orchards, five Hundred Acres of Land, two
 ‘ Hundred Acres of Meadow, one Thousand and two
 ‘ Hundred Acres of Pasture, sixty Acres of Wood, ten
 ‘ Shillings Rent, Common of Pasture, free Warren
 ‘ and View of Frankpledge, with the Appurtenances,
 ‘ in *R. S.* and *T.* and also of a free Fishery in the
 ‘ Water of *S.* and also of the Advowson of the Church
 ‘ of *R.* And unless,’ &c.

Concord.

‘ *And the Agreement* is such, to wit, That the afore-
 ‘ said *A.* Lord *H.* and *C.* have acknowledged the afore-
 ‘ said Manor, Tenements, Rent, Common of Pasture,
 ‘ Warren, View of Frankpledge and Fishery, with the
 ‘ Appurtenances and Advowson afore said, to be the
 ‘ Right of the said Duke, as those which the said Duke
 ‘ hath of the Gift of the said *A.* Lord *H.* and *C.* and
 ‘ those they have remised and quit-claimed from them-
 ‘ selves

OF FINES.

‘ selves *the said *A. Lord H. and C. and their Heirs to* * 153
 ‘ theaforefaid Duke and his Heirs for ever. *And more- Warranty a-*
 ‘ over the said *A. Lord H. and C. have granted for gainst the*
 ‘ themselves and the Heirs of the said *A. Lord H. that* Husband and
 ‘ they will warrant to the aforesaid Duke and his his Heirs.
 ‘ Heirs the aforesaid Manor, Tenements, Rent, Com-
 ‘ mon of Pasture, Warren, View of Frankpledge and
 ‘ Fishery, with the Appurtenances, and the Advowson
 ‘ aforesaid, against themselves the said *A. Lord H. and*
 ‘ *C. and the Heirs of the said A. Lord H. for ever.*
 ‘ And for this, &c.

Taken and acknowledged, &c.

*From one Conusor to two Conusees of the Moiety of
Messuages, Dovehouses, Gardens, Orchards, Land,
Meadow, Pasture, Wood, Furze and Heath, and
of the Moiety of a Moiety of a Manor.*

Lincolnshire, ‘ **COMMAND** *A. B. Gent. that justly, Præcipe.*
 to wit, ‘ &c. he perform to *C. D. and E. F.*
 ‘ the Covenant made between them of the Moiety of
 ‘ three Messuages, two Dovehouses, three Gardens,
 ‘ three Orchards, thirty Acres of Land, one Hundred
 ‘ and fifty Acres of Meadow, fifty Acres of Pasture,
 ‘ twenty Acres of Wood, and forty Acres of Furze and
 ‘ Heath, with the Appurtenances, in *L. R. and V. and*
 ‘ of the Moiety of a Moiety of the Manor of * *L. with* * 154
 ‘ the Appurtenances. And unless, &c.

‘ *And the Agreement is such, to wit, That the afore-* Concord.
 ‘ said *A. hath acknowledged the aforesaid Moiety of*
 ‘ the said Tenements, with the Appurtenances, and the
 ‘ Moiety of a Moiety of the said Manor, with the Ap-
 ‘ purtenances, to be the Right of the said *C. as those*
 ‘ which the said *C. and E. have of the Gift of the said*
 ‘ *A. and those he hath remised and quit-claimed from*
 ‘ himself and his Heirs to the said *C. and E. and the*
 ‘ Heirs of the said *C. for ever. And moreover the said* Warranty.
 ‘ *A. hath granted for himself and his Heirs, that he*
 ‘ will warrant to the aforesaid *C. and E. and the Heirs*
 ‘ of the said *C. the aforesaid Moiety of the said Tene-*
 ‘ ments,

OF FINES.

‘ ments, with the Appurtenances, and the Moiety of a
 ‘ Moiety of the said Manor, with the Appurtenances,
 ‘ against himself the said A. and his Heirs for ever.
 ‘ And for this,’ &c.

Taken and acknowledged, &c.

* 155

* *By one and his Wife to one Conusee, of Messuages and
 Land. Warranty against the Heirs of the Husband,
 the Heirs of his Father, the Heirs of his Grand-
 father, and all others claiming by them.*

Præcipe.

Leicestershire ‘ **COMMAND** A. B. Esq; and C. his
 to wit, ‘ Wife, that justly, &c they perform
 ‘ to D. E. Gent. the Covenant made between them of
 ‘ one Messuage and thirty Acres of Land, with the Ap-
 ‘ purtenances, in N. And unless,’ &c.

Concord.

‘ *And the Agreement* is such, to wit, That the afore-
 ‘ said A. and C. have acknowledged the aforesaid Te-
 ‘ nements, with the Appurtenances, to be the Right of
 ‘ him the said D. as those which the said D. hath of
 ‘ the Gift of the said A. and C. and those they have re-
 ‘ mised and quit-claimed from themselves and their
 ‘ Heirs to the aforesaid D. and his Heirs for ever.
 ‘ *And moreover* the aforesaid A. and C. have granted for
 ‘ themselves and the Heirs of the said A. that they
 ‘ will warrant to the aforesaid D. and his Heirs the
 ‘ aforesaid Tenements, with the Appurtenances, against
 ‘ themselves the aforesaid A. and C. and the Heirs of
 ‘ the said A. and against the Heirs of R. B. Father of
 ‘ the said A. and against the Heirs of T. B. Grandfather
 ‘ of the said A. and against all others claiming by the
 ‘ * said R. T. and A. or either of them for ever, And
 ‘ for this,’ &c.

* 156

Taken and acknowledged, &c.

By

OF FINES.

By one and his Wife to one Conusee, of Messuages, Gardens, Orchards, Land, Meadow, Pasture, Wood, the first Vesture of fifty Acres of Meadow, and Common of Pasture for twenty Cattle and five Hundred Sheep.

Essex, ' COMMAND A. B. Gent. and C. his Wife, Præcipe.

to wit. ' that justly, &c. they perform to D. E. Esq;
' the Covenant made between them of four Messuages,
' four Gardens, two Orchards, five Hundred Acres of
' Land, fifty Acres of Meadow, two Hundred Acres of
' Pasture, thirty Acres of Wood, the first Vesture of fifty
' Acres of Meadow, and Common of Pasture for twenty
' Cattle and five Hundred Sheep, with the Appurten-
' nances, in L. and Q. And unless,' &c.

' And the Agreement is such, to wit, That the aforefaid Concord.
' A. and C. have acknowledged the aforefaid Tene-
' ments, Vesture and Common of Pasture, with the
' Appurtenances, to be the Right of him the said D.
' as those which the said D. hath of the Gift of the said
' A. and C. and those they have remised and quit-
*' claimed from themselves and the Heirs *of the said A.*
' to the said D. and his Heirs for ever. And moreover
' the aforefaid A. and C. have granted for themselves
' and the Heirs of the said A. that they will warrant to
' the aforefaid D. and his Heirs the aforefaid Tene-
' ments, Vesture and Common of Pasture, with the
' Appurtenances, against themselves the said A. and C.
' and the Heirs of the said A. for ever. And for this,
' &c.

Taken and acknowledged, &c.

By

OF FINES.

By one and his Wife to one Conussee, of Messuages, fresh Marsh, a Rectory, Tithes, Oblations, Obventions, Portions, Pensions and Emoluments, and of an Advowson. Warranty against the Heirs of the Husband, his Father, Grandfather and Great Grandfather.

Pracipe.

Devon, ' **COMMAND** A. B. Esq; and C. his Wife, to wit, ' that justly, &c. they perform to D. E. ' Bart. the Covenant made between them of four Messuages, and nine Hundred Acres of fresh Marsh, with ' the Appurtenances, in L. and of the Rectory of L. ' with the Appurtenances, as also of all and all Manner ' of Tithes, Oblations, Obventions, Portions, Pensions and Emoluments whatsoever coming, growing ' or renewing of and in L. and to the Rectory of L. ' aforesaid belonging or appertaining, and also of the ' Advowson of the Church of L. And unless, &c.

* 158
Concord.

* ' *And the Agreement is such, to wit, That the aforesaid A. and C. have acknowledged the aforesaid Tenements and Rectory, with the Appurtenances, the ' Tithes, Oblations, Obventions, Portions, Pensions, ' Emoluments and Advowson aforesaid, to be the ' Right of the said D. as those which the said D. hath ' of the Gift of the said A. and C. and those they have ' remised and quit-claimed from themselves the said A. ' and C. and the Heirs of the said A. to the said D. and ' his Heirs for ever. And moreover the said A. and C. ' have granted for themselves and the Heirs of the said A. that they will warrant to the aforesaid D. and his ' Heirs the aforesaid Tenements and Rectory, with the ' Appurtenances, the Tithes, Oblations, Obventions, ' Portions, Pensions, Emoluments and Advowson aforesaid, against the said A. and C. and the Heirs of the ' said A. and against the Heirs of L. B. Esq; deceased, ' Father of the said A. and against the Heirs of M. B. ' Esq; deceased, Grandfather of the said A. and against ' the Heirs of T. B. Esq; deceased, Great Grandfather ' of the said A. and against all others claiming by the ' said*

OF FINES.

* said *A. L. M.* and *T.* or either of them, for ever.
* And for this, &c.

Taken and acknowledged, &c.

* By three and the Wife of one of them, to one Conusee, * 159
of Manors, Scies of Monasteries, Messuages, Cot-
tages, Tofis, a Mill, Gardens, Orchards, Land,
Meadow, Pasture, Wood, Furze and Heath, Marsh,
Common of Pasture, free Fisbery, Court-Leet, Court-
Baron, and View of Frankpledge.

Nottingham, 'COMMAND A. B. Esq; and C. D. Esq; Præcipe.
to wit, ' and E. his Wife, and F. G. Gent. that
' that justly, &c. they perform to H. J. Esq; the Co-
' venant made between them of the Manors of H. M.
' and L. T. otherwise L. D. with the Appurtenances,
' and of the Scites of the late Monasteries of H. and
' D. with the Appurtenances, as also of sixty Messuages,
' ninety Cottages, twenty Tofts, one Wind-mill, sixty
' Gardens and sixty Orchards, three Thousand and six
' Hundred Acres of Land, one Thousand Acres of
' Meadow, three Thousand Acres of Pasture, two
' Hundred Acres of Wood, one Thousand Acres of
' Furze and Heath, five Hundred Acres of Marsh,
' Common of Pasture for all Manner of Cattle, free
' Fishery in the Water of N. a Court-Leet, Court-
' Baron and View of Frankpledge, with the Appurte-
' nances, in N. M. T. and D. And unless,' &c.

* And the Agreement is such, to wit, That the afore-
said A. C. and E. and F. have acknowledged the
aforesaid Manors, Scites, Tenements, Common of
Pasture, Fishery, Court-Leet, Court-Baron, and
View of Frankpledge, with the Appurtenances, to
be the Right of him the said H. as those which the
same H. hath of the Gift of the said A. C. and E. and
F. and those they have remised and quit-claimed from
themselves the said A. C. and E. and F. and their
Heirs to the aforesaid H. and his Heirs for ever.
And moreover the said A. hath granted for himself and
his Heirs, that he will warrant to the aforesaid H.

* 160

Concord.

r. Warranty.

and

OF FINES.

2 Warranty
against the
Heirs of the
Wife.

3. Warranty.

* 161

‘ and his Heirs the aforesaid Manors, Scites, Tene-
‘ ments, Common of Pasture, Fishery, Court-Leet,
‘ Court-Baron, and View of Frankpledge, with the
‘ Appurtenances, against him the said *A.* and his Heirs
‘ for ever. *And further*, the said *C.* and *E.* have granted
‘ for themselves and the Heirs of the said *E.* that they
‘ will warrant to the aforesaid *H.* and his Heirs the
‘ aforesaid Manors, Scites, Tenements, Common of
‘ Pasture, Fishery, Court-Leet, Court-Baron, and
‘ View of Frankpledge, with the Appurtenances, against
‘ them the said *C.* and *E.* and the Heirs of the said *E.*
‘ for ever. *And also* the said *F.* hath granted for him-
‘ self and his Heirs, that he will warrant to the said *H.*
‘ and his Heirs the aforesaid Manors, Scites, Tene-
‘ ments, Common of Pasture, Fishery, Court Leet,
‘ Court Baron, and View of Frankpledge, * with the
‘ Appurtenances, against him the said *F.* and his Heirs
‘ for ever. And for this, &c.

Taken and acknowledged, &c.

*A double Fine from three Conusors and the Wives of
two of them, to two Conusees, upon two Writs of
Covenantis; first, of Messuages, Cottages, Barns,
Stables, Gardens, Orchards, Land, Meadow, Pas-
ture, Wood, Common of Pasture and free Fishery;
second, of Messuages, Cottages, Barns, Stables,
Gardens, Orchards, Land, Meadow, Pasture,
Wood, Furze and Heath.*

Kent, ‘ **COMMAND** *A. B.* Esq; and *C.* his Wife,
to wit, ‘ *D. E.* Esq; and *F.* his Wife, and *G. H.*
‘ Esq; that justly, &c. they perform to *J. K.* Gent. and
‘ *L. M.* Gent. the Covenant made between them of six
‘ Messuages, nine Cottages, six Barns, six Stables, six
‘ Gardens, six Orchards, three Hundred Acres of Land,
‘ two Hundred Acres of Meadow, five Hundred Acres of
‘ Pasture, fifty Acres of Wood, Common of Pasture for
‘ all Cattle and free Fishery, with the Appurtenances,
‘ in *N. O.* and *P.* And unless, &c.

Suffex,

OF FINES.

* *Suffex*, 'COMMAND A. B. Esq; and C. his Wife, * 162
to wit, ' D. E. Esq; and T. his Wife, and G. H. Præcipe.

' Esq; &c. that justly, &c. they perform to J. K. Gent.
' and L. M. Gent. the Covenant made between them
' of four Messuages, two Cottages, four Barns, four
' Stables, two Gardens, three Orchards, two Hundred
' Acres of Land, one Hundred and fifty Acres of Mea-
' dow, one Hundred Acres of Pasture, twenty Acres
' of Wood, and thirty Acres of Furze and Heath, with
' the Appurtenances, in K. and L. And unless, &c.

' And the Agreement is such, to wit, That the afore-Concord.
' said A. and C. D. and F. and G. have acknowledged
' the aforesaid Tenements, Common of Pasture and
' Fishery, with the Appurtenances, to be the Right of
' the said J. as those which the said J. and L. have of
' the Gift of the said A. and C. D. and F. and G. and
' those they have remised and quit-claimed from them-
' selves the said A. and C. D. and F. and G. and their
' Heirs to the said J. and L. and the Heirs of the said
' J. for ever. And moreover the said A. and C. have 1. Warranty
' granted for themselves and the Heirs of the said C. against the
' that they will warrant to the said J. and L. Heirs of the
' and the Heirs of the said J. the aforesaid Te- Wife.
' nements, Common of Pasture and Fishery, with the
' Appurtenances, against them the said A. and C. and
' the Heirs of the said C. for ever. And further, 2. Warranty
' the said D. and F. have granted for themselves and the like.
' the Heirs of the said F. that * they will warrant * 163
' to the said J. and L. and the Heirs of the said J.
' the aforesaid Tenements, Common of Pasture and
' Fishery, with the Appurtenances, against themselves
' the said D. and F. and the Heirs of the said F. for
' ever. And also the said G. hath granted for himself 3. Warranty.
' and his Heirs, that he will warrant to the aforesaid
' J. and L. and the Heirs of the said L. the aforesaid
' Tenements, Common of Pasture and Fishery, with
' the Appurtenances, against him the said G. and his
' Heirs for ever. And for this, &c.

Taken and acknowledged, &c.

A Treble

OF FINES.

* 164

** A Treble Fine from four Conufors and their Wives to three Conufees, upon three Writs of Covenant; 1. A Manor, Meffuages, Cottages, Dovehoufes, Barns, Stables, Gardens, Land, Meadow, Paf- ture, Wood, Furze and Heath, Common of Paf- ture, free Warren, Court-Leet, Court-Baron, and View of Frankpledge. 2. Meffuages, Barns, Sta- bles, Gardens, Orchards, Land, Meadow, Paf- ture, Wood, Furze and Heath, and Marsh. 3. A A Manor, Meffuages, Cottages, Dovehoufes, Barns, Stables, Gardens, Orchards, Land, Mea- dow, Paf- ture, Wood, Furze and Heath, Alder, and an Advowfon.*

1. Præcipe.

*Dorfeſhire, ' COMMAND A. B. Efq; and C. his to wit, ' Wife, D. E. Efq; and F. his Wife, ' G. H. Efq; and J. his Wife, K. L. Gent. and M. his ' Wife, that juſtly, &c. they perform to P. Q. Efq; ' R. S. Efq; and T. V. Gent. the Covenant made be- ' tween them of the Manor of W. with the Appurte- ' nances, and of twelve Meffuages, twenty and four ' Cottages, four Dovehoufes, twelve Barns, twelve ' Stables, twelve Gardens, one Thouſand and five ' Hundred Acres of Land, one Thouſand Acres of ' Meadow, five Hundred Acres of Paſture, one Hun- ' dred Acres of Wood, five Hundred Acres of Furze ' and Heath, Common of Paſture for all and * all Man- ' ner of Cattle, a free Warren, a Court-Leet, Court- ' Baron and View of Frankpledge, with the Appurte- ' nances, in Y. and A. And unleſs, ' &c.*

* 165

2. Præcipe.

Name the
Conufors and
Conufees as
in the firſt
Præcipe.

Devonſhire, ' COMMAND the ſame, that juſtly, &c. to wit, ' they perform to the ſame the Covenant ' made between them of two Meffuages, two Barns, ' two Stables, two Gardens, two Orchards, one Hun- ' dred Acres of Land, thirty Acres of Meadow, forty ' Acres of Paſture, ten Acres of Wood, fifty Acres of ' Furze and Heath, and thirty Acres of Marsh, with ' the Appurtenances, in L. R. and B. And unleſs, ' &c.

Cornwal,

OF FINES.

Cornwal, 'COMMAND the same, that justly, &c. they
to wit, ' perform to the same the Covenant made
' between them of the Manor of A. with the Appur-
' tenances, and of twelve Messuages, six Cottages,
' three Dovehouses, eight Barns, eight Stables, six
' Gardens, six Orchards, one Thousand and two
' Hundred Acres of Land, six Hundred Acres of Mea-
' drow, three Hundred Acres of Pasture, fifty Acres of
' Wood, one Hundred Acres of Furze and Heath, and
' thirty Acres of Alder, with the Appurtenances, in F.
' and also of the Advowson of the Church of F. And
' unless, &c.

3. Præcipe.
Name the
Conusors and
Conusees.

' And the Agreement is such, to wit, That the afore-
' said A. and C. D. and F. G. and J. K. and M. have
' acknowledged the aforesaid Manors, Tenements,
' Common of Pasture, Warren, Court-Leet, Court-
' Baron, and View * of Frankpledge, with the Ap-
' purtenances, and the Advowson aforesaid, to be the
' Right of the said P. as those which the said P. R.
' and T. have of the Gift of the said A. and C. D. and
' F. G. and J. K. and M. and those they have remised
' and quit-claimed from themselves the said A. and C.
' D. and F. G. and J. K. and M. and their Heirs to
' the said P. R. and T. and the Heirs of the said P. for
' ever. And moreover the said A. and C. have granted
' for themselves and the Heirs of the said A. that they
' will warrant to the aforesaid P. R. and T. and the
' Heirs of the said P. the aforesaid Manors, Tene-
' ments, Common of Pasture, Warren, Court-Leet,
' Court-Baron, and View of Frankpledge, with the
' appurtenances and the Advowson aforesaid, against
' themselves the said A. and C. and the Heirs of the said
' A. for ever. And further, the said D. and F. have
' granted for themselves and the Heirs of the said D.
' that they will warrant to the said P. R. and T. and
' the Heirs of the said P. the aforesaid Manors, Tene-
' ments, Common of Pasture, Warren, Court-Leet,
' Court-Baron, and View of Frankpledge, with the
' Appurtenances and the Advowson aforesaid, against
' themselves the said D. and F. and the Heirs of the
' said D. for ever. And also the said D. and F. have
' granted for themselves and the Heirs of the said F.
' that they will warrant to the aforesaid P. R. and T.

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1. Warranty
against the
Heirs of the
Husband.

2. Warranty
the like.

3. Warranty
against the
Heirs of the
and Wife.

OF FINES.

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4. Warranty
against the
Heirs of the
Husband.

5. Warranty
the like.

‘ and the Heirs of the said *P.* the aforefaid Manors,
‘ Tenements, and Common of Pasture, Warren, Court-
‘ Leet, Court Baron, and View of Frankpledge, with
‘ the * Appurtenances and the Advowson aforefaid,
‘ against themselves the said *D.* and *F.* and the Heirs of
‘ the said *F.* for ever. *And furthermore* the said *G.* and
‘ *J.* have granted for themselves and the Heirs of the
‘ said *G.* that they will warrant to the aforefaid *P. R.*
‘ and *T.* and the Heirs of the said *P.* the aforefaid Ma-
‘ nors, Tenements, Common of Pasture, Warren,
‘ Court-Leet, Court-Baron, and View of Frankpledge,
‘ with the Appurtenances and the Advowson aforefaid,
‘ against themselves the said *G.* and *J.* and the Heirs of
‘ the said *G.* for ever. *And moreover* the said *K.* and
‘ *M.* have granted for themselves and the Heirs of
‘ the said *K.* that they will warrant to the aforefaid
‘ *P. R.* and *T.* and the Heirs of the said *P.* the afore-
‘ faid Manor, Tenements, Common of Pasture, War-
‘ ren, Court-Leet, Court-Baron, and View of Frank-
‘ pledge, with the Appurtenances and Advowson afore-
‘ faid, against themselves the said *K.* and *M.* and the
‘ Heirs of the said *K.* for ever. *And for this, &c.*

Taken and acknowledged, &c.

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* *From a Duke and his Duchesse and another Conusor,
to a Duke and another Conusee, of an Honor,
Manors, Parks, Messuages, Tofts, Mills, Dove-
houses, Gardens, Land, Meadow, Pasture, Wood,
Furze and Heath, Rent, free Warren, View of
Frankpledge, Waifs, Estrays, Deodands, Goods of
Felons, Outlaws, Return of Writs, Liberty and
Privileges.*

Præcipe.

Herefordshire, ‘ **C**OMMAND *J.* Duke of *C.* and *E.*
to wit, ‘ his Wife, and *G. J.* Esq; that justly,
‘ &c. they perform to *J.* Duke of *N.* and *L. M.* Esq;
‘ the Covenant made between them of the Honor of
‘ *K.* with the Appurtenances, and of the Manors of
‘ *K.* otherwise *L. N. R.* and *T.* with the Appurtenances,
‘ and of two Parks, with the Appurtenances, as also
‘ of

OF FINES.

' of forty Messuages, twenty Tofts, four Water-mills,
 ' fifteen Dovehouses, forty Gardens, two Thousand
 ' Acres of Land, one Thousand Acres of Meadow,
 ' three thousand Acres of Pasture, five Hundred Acres
 ' of Wood, one Thousand Acres of Furze and Heath,
 ' ten Pounds Rent, a free Warren, View of Frank-
 ' pledge, and whatsoever belongs to View of Frank-
 ' pledge, Goods and Chattels waived, Estrays, Deo-
 ' dands Goods and Chattels of Felons and Fugitives,
 ' Outlaws and Persons put in *Exigent*, the Return of
 ' all Writs whatsoever, and of all * and all Manner of * 169
 ' Liberties and Franchises, with the Appurtenances, in
 ' K. L. N. R. and T. And unless, &c.

' *And the Agreement* is such, to wit, That the afore- Concord.
 ' said Duke of C. and E. and G. have acknowledged
 ' the aforesaid Honor, Manors, Parks, Tenements,
 ' Rent, Warren, View of Frankpledge, Goods and
 ' Chattels waived, Estrays, Deodands, Goods and Chat-
 ' tels of Felons and Fugitives, Felons of themselves,
 ' Outlaws and Persons put in *Exigent*, Return of Writs,
 ' Liberties and Franchises, with the Appurtenances, to
 ' be the Right of the said Duke of N. as those which
 ' the said Duke of N. and L. have of the Gift of the
 ' aforesaid Duke of C. and E. and G. and those they
 ' have remised and quit-claimed from themselves the
 ' said Duke of C. and E. and G. and their Heirs to the
 ' said Duke of N. and L. and the Heirs of the said
 ' Duke of N. for ever. *And moreover* the said Duke of 1. Warranty
 ' C. and E. have granted for themselves and the Heirs against the
 ' of the said Duke of C. that they will warrant to the Heirs of the
 ' aforesaid Duke of N. and L. and the Heirs of the Husband.
 ' said Duke of N. the aforesaid Honor, Manors, Parks,
 ' Tenements, Rent, Warren, View of Frankpledge,
 ' Goods and Chattels waived, Estrays, Deodands,
 ' Goods and Chattels of Felons and Fugitives, Felons
 ' of themselves, Out-laws and Persons put in *Exigent*,
 ' Return of Writs, Liberties and Franchises, with the
 ' Appurtenances, against themselves the said Duke of
 ' C. and E. and the Heirs of the said Duke of C. for * 170
 ' ever. *And further*, the said * G. hath granted for him- 2. Warranty.
 ' self and his Heirs, that he will warrant to the afore-
 ' said Duke of N. and L. and the Heirs of the said
 ' Duke of N. the aforesaid Honor, Manors, Parks,
 ' I Tenements,

OF FINES.

‘ Tenements, Rent, Warren, View of Frankpledge,
 ‘ Goods and Chattels waived, Efrays, Deodands,
 ‘ Goods and Chattels of Felons and Fugitives, Felons
 ‘ of themselves, Outlaws and Persons put in *Exigent*,
 ‘ Return of Writs, Liberties and Franchises with the
 ‘ Appurtenances, against him the said G. and his Heirs
 ‘ for ever. And for this,’ &c.

Taken and acknowledged, &c.

*From one Conusor to one Conusee, of Manors, Mes-
 suages, Land, Meadow, Pasture, Wood, a Rec-
 tory, and Moiety of a Manor.*

Præcipe.

Lincolnshire, ‘ **COMMAND** A. B. Esq; that justly, &c.
 to wit, ‘ he perform to C. D. Esq; the Cove-
 ‘ nant made between them of the Manors of *Y. K.* and
 ‘ *L.* with the Appurtenances, and of twelve Messuages,
 ‘ five Hundred Acres of Land, three Hundred Acres of
 ‘ Meadow, four Hundred Acres of Pasture, and fifty
 ‘ Acres of Wood, with the Appurtenances, in *Y. K.*
 ‘ and *L.* as also of the Rectory of *L.* with the Appur-
 ‘ tenances, and also of the Moiety of the Manor of *P.*
 ‘ with the Appurtenances. And unless,’ &c.

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* ‘ *And the Agreement is such, to wit, That the aforesaid*
 ‘ *A.* has acknowledged the aforesaid Manors, Tene-
 ‘ ments, Rectory and Moiety, with the Appurtenances,
 &c.

From

OF FINES.

From one Conusor to one Conusee, of the Moiety of a Manor, Moiety of Messuages, Tofts, a Mill, Dovehouse, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, fresh Marsh, salt Marsh, Wharf, Passage over a River, Rent, Moiety of a Prebendary and Rectory, Moiety of Tithes of Corn, &c. and Moiety of the Advowson of the Vicarage of a Church.

Norfolk, ' **COMMAND** Sir A. B. Knight, that justly, Præcipe. to wit, ' &c. he perform to C. D. Esq; the Covenant ' made between them of a Moiety of the Manor of E. ' with the Appurtenances, and of a Moiety of twenty ' Messuages, ten Tofts, one Mill, one Dovehouse, ' thirty Gardens, five Hundred Acres of Land, one ' Hundred Acres of Meadow, two Hundred Acres of ' Pasture, fifty Acres of Wood, thirty Acres of Furze ' and Heath, one Hundred Acres of fresh Marsh, ten ' Acres of salt Marsh, one Wharf, one Passage over ' the River D. and one Hundred Shillings Rent in E. ' L. and Q. as also of a Moiety of the Prebend and ' Rectory of E. with the Appurtenances, and a Moiety ' of all the Tithes of Corn, Grain and Hay, * year- * 172 ' ly coming, growing and renewing in E. L. and ' Q. and of a Moiety of the Advowson of the Vi- ' carage of the Church of E. And unless, ' &c.

' And the Agreement is such to wit, That the aforesaid ' A. hath acknowledged the aforesaid Moieties, with ' the Appurtenances, ' &c.

From four Conusors and the Wife of one of them, to two Conusees, of a Rent issuing out of a Manor, Messuages, Cottages, Barns, Dovehouses, Gardens, Orchards, Land, Meadows, Pasture, Wood, Furze and Heath, and free Fishery.

Cambridgeshire, ' **COMMAND** A. B. Esq; and C. his Præcipe. to wit, ' Wife, D. E. Esq; F. G. Esq; and ' H. J. Gent. that justly, &c. they perform to K. L. ' Esq;

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‘ Esq; and *M. N.* Esq; the Covenant made between
 ‘ them of the yearly Rent of two Hundred Pounds,
 ‘ issuing out of and from the Manor of *R.* with the
 ‘ Appurtenances, and out of and from ten Messuages,
 ‘ ten Cottages, ten Barns, two Dovehouses, ten Gar-
 ‘ dens, ten Orchards, five Hundred Acres of Land,
 ‘ three Hundred Acres of Meadow, six Hundred Acres
 ‘ of Pasture, ten Acres of Wood, and fifty Acres of
 ‘ Furze and Heath, with the Appurtenances, in *L. O.*
 ‘ and *S.* and also out of a free Fishery in the Water of
 ‘ *O.* with * the Appurtenances, in *L. O.* and *S.* And
 ‘ unless,’ &c.

Concord.

- ‘ *And the Agreement* is such, to wit, That the afore-
 ‘ said *A.* and *C. D. F.* and *H.* have acknowledged the
 ‘ aforefaid Rent to be the Right of the said *K.* as that
 ‘ which the said *K.* and *M.* have of the Gift of the said
 ‘ *A.* and *C. D. F.* and *H.* and the same they have re-
 ‘ mised and quit-claimed from them and their Heirs to
 ‘ the said *K.* and *M.* and the Heirs of the said *K.* for
 ‘ ever. *And moreover* the said *A.* and *C.* have granted
 ‘ for themselves and the Heirs of the said *C.* that they
 ‘ will warrant to the said *K.* and *M.* and the Heirs of
 ‘ the said *K.* the aforefaid Rent against themselves the
 ‘ said *A.* and *C.* and the Heirs of the said *C.* for ever.
1. Warranty against the Heirs of the Wife. ‘ *And further,* the said *D.* hath granted for himself and
 ‘ his Heirs, that he will warrant to the aforefaid *K.*
 ‘ and *M.* and the Heirs of the said *K.* the aforefaid
 ‘ Rent, against himself the said *D.* and his Heirs for
 ‘ ever. *And also* the aforefaid *F.* hath granted for
 ‘ himself and his Heirs, that he will warrant to the
 ‘ aforefaid *K.* and *M.* and the Heirs of the said *K.* the
 ‘ aforefaid Rent, against himself the said *F.* and his
 ‘ Heirs for ever. *And furthermore* the said *H.* hath
 ‘ granted for himself and his Heirs, that he will war-
 ‘ rant to the aforefaid *K.* and *M.* and the Heirs of the
 ‘ said *K.* the aforefaid Rent, against himself the said *H.*
 ‘ and his Heirs for ever. And for this,’ &c.

Taken and acknowledged, &c.

From

OF FINES.

* *From six Conufors and the Wives of two of them, to two Conufees of a Manor, Meffuages, Mills, Dovehoufes, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, Rent, free Warren, View of Frankpledge, Rectory, and Advowfon of the Rectory of a Church.*

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Staffordshire, 'COMMAND Sir A. B. Bart. C. B. Præcipe.
to wit, ' Esq; and D. his Wife, E. F. Esq.

' G. H. Esq; and J. his Wife, K. L. Esq; and M. N. Gent. that juftly, &c. they perform to O. P. and Q. R. the Covenant made between them of the Manor of R. with the Appurtenances, and of forty Meffuages, two Mills, two Dovehoufes, forty Gardens, eight Hundred Acres of Land, four Hundred Acres of Meadow, fix Hundred Acres of Pasture, one Hundred Acres of Wood, fixty Acres of Furze and Heath, fixty Shillings Rent, a free Warren, and View of Frankpledge, with the Appurtenances, in R. O. and B. and alfo of the Rectory of R. with the Appurtenances, and alfo of the Advowfon of the Vicarage of the Church of R. And unlefs, &c.

' *And the Agreement is fuch, to wit, That the aforefaid Concord.*

' A. C. and D. E. G. and J. K. and M. have acknowledged the aforefaid Manor, Tenements, Rent, free Warren, View of Frankpledge, and Rectory, with the Appurtenances and the Advowfon aforefaid, * to be the Right of the faid O. as thofe which the faid O. and Q. have of the Gift of the faid A. C. and D. E. G. and J. K. and M. and thofe they have remifed and quit-claimed from themfelves the faid A. C. and D. E. G. and J. K. and M. and their Heirs to the faid O. and Q. and the Heirs of the faid O. for ever. *And moreover* the aforefaid A. hath grant-

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1. Warranty.
' ed for himfelf and his Heirs, that he will warrant to the aforefaid O. and Q. and the Heirs of the faid O. the aforefaid Manor, Tenements, Rent, free Warren, View of Frankpledge and Rectory, with the Appurtenances, and the Advowfon aforefaid, againft 2. Warranty
' him the faid A. and his Heirs for ever. *And further,* againft the
' the faid C. and D. have granted for themfelves and the Heirs of the
' Heirs Husband.

OF FINES.

3. Warranty. ' Heirs of the said C. that they will warrant to the
' aforefaid O. and Q. and the Heirs of the said O. the
' aforefaid Manor, Tenements, Rent, free Warren,
' View of Frankpledge and Rectory, with the Appur-
' tenances, and the Advowson aforefaid, againft them
' the said C. and D. and the Heirs of the said C. for
' ever. *And alfo* the said E. hath granted for himfelf
' and his Heirs, that he will warrant to the aforefaid
' O. and Q. and the Heirs of the said O. the aforefaid
' Manor, Tenements, Rent, free Warren, View of
' Frankpledge and Rectory, with the Appurtenances,
' and the Advowson aforefaid, againft him the said E.
' and his Heirs for ever. *And furthermore* the said G.
' and J. have granted for themfelves and the Heirs of
' the said G. that * they will warrant to the aforefaid
' O. and Q. and the Heirs of the said O. the aforefaid
' Manor, Tenements, Rent, free Warren, View of
' Frankpledge, and Rectory, with the Appurtenances
' and the Advowson aforefaid, againft them the said G.
' and J. and the Heirs of the said G. for ever. *And*
5. Warranty. ' *moreover* the said K. hath granted for himfelf and his
' Heirs, that he will warrant to the aforefaid O. and
' Q. and the Heirs of the said O. the aforefaid Manor,
' Tenements, Rent, free Warren, View of Frank-
' pledge and Rectory, with the Appurtenances and the
' Advowson aforefaid, againft him the said K. and his
' Heirs for ever. *And further*, the said M. hath grant-
6. Warranty. ' ed for himfelf and his Heirs that he warrant to the
' aforefaid O. and Q. and the Heirs of the said O. the
' aforefaid Manor, Tenements, Rent, free Warren,
' View of Prankledge and Rectory aforefaid, with the
' Appurtenances, and the Advowson aforefaid againft
' him the said M. and his Heirs for ever. *And for*
' this, &c.

Taken and acknowledged, &c.

From

OF FINES.

* *From six Conufors and the Wives of two of them, * 177*
to two Conufees, of a Manor, Meffuages, Cot-
tages, Barns, Dovehoufes, Gardens, Orchards,
Land, Meadow, Pasture, Wood, Furze and
Heath, Rent, free Fifhery, and an Advowfon,
with four feveral Captions.

Berks, ‘ **C**OMMAND Sir A. B. Knt. and C. his Præcipè.
to wit, ‘ Wife, D. E. Efq; F. G. Efq; H. J. Efq;
 ‘ K. L. Efq; and M. his Wife, and N. O. Efq; that
 ‘ juftly, &c. they perform to P. Q. Efq; and R. S.
 ‘ Gent. the Covenant made between them of the Manor
 ‘ of T. with the Appurtenances, and of ten Meffuages,
 ‘ ten Cottages, ten Barns, two Dove-houfes, ten Gar-
 ‘ dens, ten Orchards, fix Hundred Acres of Land, four
 ‘ Hundred Acres of Meadow, one Thoufand Acres of
 ‘ Pasture, twenty Acres of Wood, one Hundred Acres
 ‘ of Furze and Heath, and eighty Shillings Rent, with
 ‘ the Appurtenances, in T. and alfo of a free Fifhery
 ‘ in the Water of P. with the Appurtenances, in T.
 ‘ and of the Advowfon of the Church of T. And un-
 ‘ lefs, &c.

‘ *And the Agree rent is fuch, to wit, That the afore-* Concord.
 ‘ *faid A. and C. D. F. H. K. and M. and N. have ac-*
 ‘ *knowledge the aforefaid Manor, Tenements, Rent*
 ‘ *and Fifhery, with the Appurtenances, and the Ad-*
 ‘ *vowfon aforefaid, * to be the Right of the aforefaid* * 178
 ‘ *P. as thofe which the faid P. and R. have of the Gift*
 ‘ *of the faid A. and C. D. F. H. K. and M. and N. and*
 ‘ *thofe they have remifed and quit-claimed from them-*
 ‘ *felves the faid A. and C. D. F. H. K. and M. and*
 ‘ *N. and their Heirs to the faid P. and R. and the*
 ‘ *Heirs of the faid P. for ever. And moreover the afore-* i. Warranty
 ‘ *faid A. and C. have granted for themfelves and the* againft the
 ‘ *Heirs of the faid A. that they will warrant to Heirs of the*
 ‘ *the aforefaid P. and R. and the Heirs of the faid Husband and*
 ‘ *P. the aforefaid Manor, Tenements, Rent and Fifh-* the Heirs of
 ‘ *ery, with the Appurtenances and the Advowfon afore-* his Brother
 ‘ *faid, againft them the faid A. and C. and the Heirs of* and Father,
 ‘ *the faid A. and againft the Heirs of T. B. deceased,* &c.
 ‘ Brother

OF FINES.

2. Warranty. ' Brother of the said *A.* and of Sir *T. B.* Knt. deceased,
' Father of the said *A.* and against all others claiming
' by the said *A.* and *C. J.* and *T.* or either of them for
' ever. *And further*, the aforesaid *D.* hath granted for
' himself and his Heirs, that he will warrant to the
' aforesaid *P.* and *R.* and the Heirs of the said *P.* the
' aforesaid Manor, Tenements, Rent and Fishery, with
' the Appurtenances and the Advowson aforesaid,
3. Warranty. ' against him the said *D.* and his Heirs for ever. *And*
' also the aforesaid *F.* hath granted for himself and his
' Heirs, that he will warrant to the aforesaid *P.* and
' *R.* and the Heirs of the said *P.* the aforesaid Manor,
' Tenements, Rent and Fishery, with the Appurtenances
' and the Advowson aforesaid, against himself the said
' *F.* and his Heirs for ever. *And furthermore*,* the aforesaid
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4. Warranty. ' *H.* hath granted for himself and his Heirs, that
' he will warrant to the aforesaid *P.* and *R.* and the
' Heirs of the said *P.* the aforesaid Manor, Tenements,
' Rent and Fishery, with the Appurtenances and the
' Advowson aforesaid, against himself the said *H.* and
5. Warranty ' his Heirs for ever. *And moreover* the aforesaid *K.* and
against the ' *M.* have granted for themselves and the Heirs of the
Heirs of the ' said *K.* that they will warrant to the aforesaid *P.* and
Husband. ' *R.* and the Heirs of the said *P.* the aforesaid Manor,
' Tenements, Rent and Fishery, with the Appurte-
' nances and the Advowson aforesaid, against them the
' said *K.* and *M.* and the Heirs of the said *K.* for ever.
6. Warranty. ' *And further*, the said *N.* hath granted for himself and
' his Heirs, that he will warrant to the aforesaid *P.*
' and *R.* and the Heirs of the said *P.* the aforesaid
' Manor, Tenements, Rent, and Fishery, with the
' Appurtenances and the Advowson aforesaid, against
' himself the said *N.* and his Heirs for ever. *And for*
' this, &c.

Taken and acknowledged by
the abovenamed Sir A. B.
and C. his Wife, and the
above named F. G. on the
—Day of — in the Year
of our Lord — and in the
—Year of the Reign of
King George the Second,
before

R. R.
W. T.

A. B.
C. B.
F. G.

Taken

OF FINES.

**Taken and acknowledged by the above-named D. E. and H. J. the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us*

T. M.
S. M.

D. E.
H. J.

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Taken and acknowledged by the above-named N. O. the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us

T. M.
W. C.

N. O.

Taken and acknowledged by the above-named K. L. and M. L. his Wife, the — Day of — in the Year of our Lord — and in the — Year of the Reign of King George the Second, before us

T. D.
W. H.

K. L.
M. L.

**From eight Conusors and the Wives of five of them to one Conufee of one ninth Part, and of a Moiety of one ninth Part of a third Part of Manors, &c. And of one ninth Part, and of a Moiety of one ninth Part of Messuages, &c. and Advowsons.*

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Nottinghamshire, ‘ **C**OMMAND Henry Cleets, the Praeipe. to wit, ‘ Elder, Gentleman, and Mary ‘ his Wife, John French and Susannah Gray his Wife, ‘ Robert Grace Cleets and Sarah his Wife, Ann Cleets, ‘ Spinster, Henry Cleets the Younger, and Joanna his ‘ Wife, Robert Dove and Elizabeth his Wife, Henrietta ‘ Cleets, Spinster, and John Cleets, That they justly, ‘ and without delay perform to Caleb Green, Gentleman, ‘ the Covenant made between them of one ninth Part, ‘ and

OF FINES.

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Concord.

‘ and of a Moiety of one ninth Part of a third Part of
 ‘ the Manors of *Strelley* and *Bilburgh*, otherwise *Bil-*
 ‘ *borow*, with the Appurtenances, and of one ninth
 ‘ Part, and of a Moiety of one ninth Part of a third
 ‘ Part of Free Warren, Courts Leet, Courts Baron,
 ‘ View of Frankpledge and whatsoever to View of
 ‘ Frankpledge belongeth, Goods and Chattels waived,
 ‘ Treasure found or to be found, Estrays, Deodands,
 ‘ Goods and Chattels of Felons and Fugitives, Felons
 ‘ of themselves, Outlaws, and Persons put in Exigent,
 ‘ Convicts attaint with the Appurtenances in *Strelley*
 ‘ and *Eilburgh*, otherwise *Bilborow* *aforesaid, and also
 ‘ of one ninth Part, and of a Moiety of one ninth Part,
 ‘ of ten Messuages, thirty Cottages, twenty Tofts,
 ‘ twenty Barns, twenty Stables, ten Dovehouses, ten
 ‘ Malt-houses, forty Gardens, forty Orchards, forty
 ‘ Curtilages, two Hundred Acres of Land, two
 ‘ Hundred Acres of Meadow, two Hundred Acres of
 ‘ Pasture, thirty Acres of Wood, thirty Acres of
 ‘ Furze and Heath, and of all Mines, Delphs and
 ‘ Quarries of Coals, Stone, and other Minerals, and
 ‘ likewise of Common of Pasture for all Manner of
 ‘ Cattle, with the Appurtenances, in *Strelley* and *Bil-*
 ‘ *burgh*, otherwise *Bilborow* aforesaid: And moreover of
 ‘ the Advowsons of the Churches of *Strelley* and *Bil-*
 ‘ *burgh*, otherwise *Billorow*, in *Nottinghamshire*. And
 ‘ unless, &c.

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‘ And the Agreement is such, that is to say, That the
 ‘ aforesaid *Henry Cleets* the Elder, *Mary*, *John French*,
 ‘ *Susannah Gray*, *Robert Grace Cleets*, *Sarah*, *Ann*, *Henry*
 ‘ *Cleets* the Younger, *Joanna*, *Robert Dove*, *Elizabeth*,
 ‘ *Henrietta*, and *John Cleets* have acknowledged the
 ‘ aforesaid one ninth Part, and a Moiety of one ninth
 ‘ Part of a third Part of the said Manors, Free War-
 ‘ ren, Courts Leet, Courts Baron, View of Frank-
 ‘ pledge, and whatsoever to View of Frankpledge be-
 ‘ longeth, Goods and Chattels waived, Treasure found
 ‘ or to be found, Estrays, Deodands, Goods and Chat-
 ‘ tels of Felons and Fugitives, Felons of themselves,
 ‘ Outlaws and Persons put in Exigent, Convicts attaint,
 ‘ and also one ninth Part, and a *Moiety of one ninth
 ‘ Part of the said Tenements, Mines, Delphs and
 ‘ Quarries of Stone and other Minerals, Common of
 ‘ Pasture, and Advowsons, with the Appurtenances, to
 ‘ be the Right of him the said *Caleb*, as those which the
 ‘ said

OF FINES.

' said *Caleb* hath of the Gift of the aforesaid *Henry*
 ' *Cleets* the Elder, *Mary*, *John French*, *Susannah Gray*,
 ' *Robert Grace Cleets*, *Sarah*, *Ann*, *Henry Cleets* the
 ' Younger, *Joanna*, *Robert Dove*, *Elizabeth*, *Henrietta*,
 ' and *John Cleets*, and those they have remised and quit-
 ' claimed from themselves the said *Henry Cleets* the
 ' Elder, *Mary*, *John French*, *Susannah Gray*, *Robert*
 ' *Grace Cleets*, *Sarah*, *Ann*, *Henry Cleets* the Younger,
 ' *Joanna*, *Robert Dove*, *Elizabeth*, *Henrietta*, and *John*
 ' *Cleets*, and their Heirs to the aforesaid *Caleb*, and his
 ' Heirs for ever. And moreover the said *Henry Cleets*
 ' the Elder, and *Mary*, have granted for themselves
 ' and the Heirs of the said *Henry Cleets* the Elder, that
 ' they will warrant to the aforesaid *Caleb*, and his
 ' Heirs, the aforesaid one ninth Part, and a Moiety of
 ' one ninth Part of a third Part of the said Manors,
 ' Free Warren, Courts Leet, Courts Baron, View of
 ' Frankpledge, and whatsoever to View of Frank-
 ' pledge belongeth, Goods and Chattels waived, Treas-
 ' ure found or to be found, Estrays, Deodands, Goods
 ' and Chattels of Felons and Fugitives, Felons of
 ' themselves, Outlaws, and Persons put in Exigent,
 ' Convicts attaint, and also one ninth Part, and a
 ' Moiety of one ninth Part of the said Tenements,
 ' Mines, Delphs and Quarries of * Coals, Stone and
 ' other Minerals, Common of Pasture and Advow-
 ' sons, with the Appurtenances, against themselves the
 ' said *Henry Cleets* the Elder, and *Mary*, and the Heirs
 ' of the said *Henry Cleets* the Elder for ever. And fur-
 ' ther the said *Henry Cleets* the Elder, and *Mary*, have
 ' granted for themselves and the Heirs of the said *Mary*,
 ' that they will warrant to the aforesaid *Caleb*, and his
 ' Heirs, the aforesaid one ninth Part, and a Moiety of
 ' one ninth Part of a third Part of the said Manors,
 ' Free Warren, Courts Leet, Courts Baron, View of
 ' Frankpledge, and whatsoever to View of Frank-
 ' pledge belongeth, Goods and Chattels waived, Treas-
 ' ure found or to be found, Estrays, Deodands, Goods
 ' and Chattels of Felons, and Fugitives, Felons of
 ' themselves, Outlaws, and Persons put in Exigent,
 ' Convicts attaint, and also one ninth Part, and a
 ' Moiety of one ninth Part of the said Tenements,
 ' Mines, Delphs and Quarries of Coals, Stone and
 ' other Minerals, Common of Pasture and Advowsons,
 ' with

1. Warranty
 against the
 Husband and
 his Heirs.

* 184

2. Warranty
 against the
 Wife and her
 Heirs.

OF FINES.

3. Warranty. ' with the Appurtenances, against themselves the said
' *Henry Cleets* the Elder, and *Mary*, and the Heirs of
' the said *Mary* for ever. And also, &c. the like War-
- 4 Warranty. ' rant, by *John French*, and *Susannah Gray* his Wife,
' against the Heirs of *John French*. And furthermore,
' &c. the like Warranty by *John French* and *Susannah*
' *Gray*, his Wife, against the Heirs of the Wife. And
- 5 Warranty. ' moreover, &c. the like Warranty by *Robert Grace*
' *Cleets* and *Sarah* his Wife, against the Heirs of the
- 6 Warranty. ' Husband. And further, &c. the like Warranty by
* 185 ' *Ann * Cleets*, Spinster, against her and her Heirs. And
- 7 Warranty. ' further also, &c. the like Warranty by *Henry Cleets* the
' Younger, and *Joanna* his Wife, against the Heirs of
- 8 Warranty. ' the Husband. And likewise, &c. the like Warranty
' by *Robert Dove* and *Elizabeth* his Wife, against the
- 9 Warranty. ' Heirs of the Husband. And likewise further, &c.
' the like Warranty by *Robert Dove* and *Elizabeth* his
- 10 Warranty. ' Wife, against the Heirs of the Wife. And also fur-
' ther, &c. the like Warranty by *Henrietta Cleets*, Spin-
- 11 Warranty. ' ster, against her and her Heirs. And lastly, &c. the
' like Warranty by *John Cleets*, against him and his
' Heirs. And for this, &c.

*Taken and acknowledged by the
abovenamed Robert Grace
Cleets and Sarah his Wife,
Ann Cleets, Spinster, Hen-
ry Cleets the Younger, and
Joanna his Wife, Robert
Dove and Elizabeth his
Wife, and John Cleets, the
thirty first Day of July,
in the Year of our Lord one
thousand seven hundred and
seventy-two, before me
George Wilfon.*

*Robert Grace Cleets.
Sarah Cleets.
Ann Cleets.
Henry Cleets, Jun.
Susannah Cleets.
Robert Dove.
Elizabeth Dove.
John Cleets.*

Taken

OF FINES.

* *Taken and acknowledged by the above-named Henry Cleets the Elder, and Mary his Wife, John French, and Sufannah Gray his Wife, and Henrietta Cleets, Spinster, on the Day of 1772, before us*

Henry Cleets.

Mary Cleets.

John French.

Suf. Gray French.

Henrietta Cleets.

* 186

A. B.

C. D.

From the Duke of Kingston and his Duchesse, to the Duke of Grafton and Lord Monson, of Manors, Parks, Tenements, Rent, Common, Free Fishing, Free Warren, View of Frankpledge, Rectories, Tithes, and Advowsons.

Nottinghamshire, 'COMMANDE Evelyn Duke of King-Præcipe.
'to wit, 'ston upon Hull, and Elizabeth his

' Wife, that justly, &c. they perform to Augustus Henry
' Duke of Grafton, and John Lord Monson, the Co-
' venant made between them of the Manors of Thoresby,
' Clipston upon the Hill, Little Crophill, otherwise Crop-
' well, Butler, Snenton, Widmerpool, Ratcliffe upon Trent
' and Lamcote, Orston and Screveton, Gourton and
' Bleazeby Gedling, Stoke-Bardolph, Palethorpe, Holbeck
' Woodhouse and Bonbush Weston Fledburgh, otherwise
' Fledborough Eakring Laxton, Laxton Moorhouse and
' Kneefal, * with the Appurtenances; and of the Park
' of Thoresby, with the Appurtenances; And also of
' 260 Messuages, 220 Cottages, 68 Tofts, 2 Windmills,
' 5440 Acres of Land, 2040 Acres of Meadow, 3400
' Acres of Pasture, 300 Acres of Woodland, 4500
' Acres of Furze and Heath, 600 Acres of Moor, fifty
' Pounds Rent, Common of Pasture for all Cattle, free
' Fishing in the Waters of Trent, Smyteve, Mann, and
' Meden, free Warren, View of Frankpledge and what-
' soever to View of Frankpledge belongeth, with the
' Appurtenances, in Thoresby Edwinston, Tollerton, Clip-
' ston on the Hill, Little Crophill, otherwise Cropwell,
' Butler, Elton, Snenton, Widmerpool, Ratcliffe upon
' Trent,

* 187

OF FINES.

* 188

*Trent, Lamcote, Orston, Screveton, Staunton, Dallington, Flaborough, Flintham, Carcolsten, Thoroton, Scarrington, Lowdham, Gunthorpe, Carthorpe, Newark upon Trent, Gourton,, Bleazeby, Gibsmere, Gedling, Carlton near Gedling, Stoke-Bardolph, Lamley, Palethorpe, Kirkley, in Ashfield Holbeck, Holbeck-Woodhouse, Bonbush, Cuckney, Norton, Hatfield, Collingthwaite, Warsop, Weston, Sutton upon Trent, Grassthorpe, Normanton, Fledburgh, otherwise Fledborow, Stokeham, Dunham, Ekring, Kirklington, Bella Park, Laxton, Laxton Moorhouse, Offington, Kneefal, Kersal Ompton and Walthingham; And also of the Rectories of Snenton, Lowdham, Laxton, and Ratcliffe upon Trent, with Lamcote, with the Appurtenances, and of all and all Manner of Tithes whatsoever to the said Rectories belonging or appertaining; And likewise, of the Advowsons of the Churches of Widmerpool, * Weston, Fledburgh, otherwise Fledborow and Ekring; And moreover, of the Advowsons of the Vicarages of the Churches of Snenton, Cuckney, Lowdham, Laxton, and Ratcliffe upon Trent. And uniefs, &c.*

Concord.

And the Agreement is such, to wit, That the said Evelyn Duke of Kingston upon Hull, and Elizabeth, have acknowledged the said Manor, Park, Tenements, Rent, Common, Free Fishing, Free Warren, View of Frankpledge, Rectories, Tithes and Advowsons, with the Appurtenances, to be the Right of the said Augustus Henry Duke of Grafton, as those which the said Augustus Henry Duke of Grafton and John Lord Monson have of the Gift of the said Evelyn Duke of Kingston upon Hull, and Elizabeth, and those they have remised and for ever quit-claimed from them the said Evelyn Duke of Kingston upon Hull, and Elizabeth, and the Heirs of the said Evelyn Duke of Kingston upon Hull, to the said Augustus Henry Duke of Grafton and the said John Lord Monson and the Heirs of the said Augustus Henry Duke of Grafton for ever. And moreover the said Evelyn Duke of Kingston upon Hull, and Elizabeth have granted for themselves and the Heirs of the said Evelyn Duke of Kingston upon Hull; that they will warrant to the said Augustus Henry Duke of Grafton and John Lord Monson, and the Heirs of the

Warranty.

said

OF FINES.

‘ said *Augustus Henry Duke of Grafton*, the said Manors,
 ‘ Park, Tenements, Rent, Common, Free Fishing, Free
 ‘ Warren, View of Frankpledge, * Rectories, Tithes
 ‘ and Advowsons with the Appurtenances, against them
 ‘ the said *Evelyn Duke of Kingston upon Hull*, and
 ‘ *Elizabeth*, and the Heirs of the said *Evelyn Duke of*
 ‘ *Kingston upon Hull* for ever. And for this, &c.

* 189

Kingston.
Elizabeth Kingston.

Taken and acknowledged the
Eleventh Day of July One
thousand seven hundred and
sixty nine, before George
Wilson.

A double Fine from Sir William Beauchamp Pro-
ctor, Baronet, and his Lady, and the Honourable
Charles Yorke, Esq; and his Wife, of Tenements
and Commons in two Counties, to John Dorrien,
Esq; of the Estate of the Ladies.

Hertfordshire, ‘ COMMAND Sir William Beauchamp
to wit, ‘ Proctor, Baronet, and Dame Letitia
‘ his Wife, and the Honourable Charles Yorke, Esq;
‘ and Agneta his Wife, that justly and without Delay
‘ they perform to John Dorrien, Esq; the Covenant
‘ made between them of 5 Messuages, 8 Cottages,
‘ 300 Acres of Land, 80 Acres of Meadow, 190 Acres
‘ of Pasture and Common of Pasture for all Cattle,
‘ with the Appurtenances, in Berkhamstead Saint Peter,
*‘ and Berkhamstead Saint Mary, * otherwise North*
‘ Church, Flamslead, and Hemelhamstead. And un-
‘ less, &c.

* 190

Buckinghamshire, ‘ COMMAND Sir William Beauchamp
to wit. ‘ Proctor, Baronet, and Dame Le-
‘ titia his Wife, and the Honourable Charles Yorke, Esq;
‘ and Agneta his Wife, that justly and without Delay
‘ they perform to John Dorrien, Esq; the Covenant
‘ made between them of one Messuage, one Cottage,
‘ 60 Acres

OF FINES.

‘ 60 Acres of Land, 20 Acres of Meadow, 60 Acres
‘ of Pasture, 10 Acres of Wood, and Common of Pas-
‘ ture for all Cattle, with the Appurtenances, in *Ghes-*
‘ *ham, Ashly Green, and Hitchenden.* And unless, &c.

Concord.

‘ *And the Agreement* is such, that is to say, That the said
‘ Sir *William* and Dame *Letitia*, and *Charles* and *Agneta*,
‘ have acknowledged the Tenements and Commons
‘ aforesaid with the Appurtenances, to be the Right
‘ of the said *John*, as those which the said *John*
‘ hath of the Gift of the said Sir *William* and Dame
‘ *Letitia*, and *Charles* and *Agneta*, and those they have
‘ remised and quit-claimed from them the said Sir
‘ *William* and Dame *Letitia*, and *Charles* and *Agneta*,
‘ and their Heirs to the aforesaid *John* and his Heirs

Warranty.

‘ for ever. *And further*, the said Sir *William* and Dame
‘ *Letitia* have granted for themselves and their Heirs,
‘ that they will warrant to the said *John* and his
‘ Heirs the Tenements and Commons aforesaid, with
‘ the Appurtenances, against them the said Sir *William*
‘ and Dame *Letitia*, and the Heirs of the said *Letitia*
‘ for ever. *And moreover* the * said *Charles* and *Agneta*
‘ have granted for themselves and their Heirs, that
‘ they will warrant to the said *John* and his Heirs the
‘ Tenements and Commons aforesaid, with the Appur-
‘ tenances, against them the said *Charles* and *Agneta*, and
‘ the Heirs of the said *Agneta* for ever. And for
‘ this, &c.

Warranty.
* 191

W. Beauchamp Proctor.
L. Beauchamp Proctor.

Taken and acknowledged the 22d
Day of March, in the Year of our
Lord 1766, before George Wilson.

C. Yorke.
A. Yorke.

Examples

* Example of *PRÆCIPES*. * 192

A Præcipe for Messuages, Land, and Common of Pasture.

COMMAND A. B. that justly, &c. he perform to *C. D.* the Covenant made between them of three Messuages, &c. with the Appurtenances, in *D.* and *T.* and of Common of Pasture for all and all Manner of Cattle, and of Pasture for four Hundred Sheep, with the Appurtenances in *D.* in the Parish of *C.* And unless, &c.

Præcipe for a Messuage, Curtilage, Garden, Rent, Foldage and Sheep Walk.

Middlesex, COMMAND A. B. that justly, &c. he perform to *C. D.* the Covenant made between them of one Messuage, one Curtilage, one Garden, &c. and five Pounds Rent, with the Appurtenances, in *T.* as also of Liberty of one Foldage, and of a Sheep Walk, with the Appurtenances, in *T.* And unless, &c.

* *Præcipe of Wood and Liberty of Foldage.* * 193

Essex, COMMAND A. B. that justly, &c. he perform to *C. D.* the Covenant made between them of one Hundred Acres of Wood, with the Appurtenances, in *N.* and of the Liberty of Foldage for forty Sheep, with the Appurtenances, in *S.* And unless, &c.

Præcipe of two Parts in three of eight Acres of Land, forty Acres of Pasture, forty Acres of Reed, ten Acres of fresh Marsh, and ten Acres of salt Marsh.

Kent, 'COMMAND A. B. that justly, &c. he perform to wit, ' form to C. D. the Covenant made between ' them of two Parts in three Parts to be divided of ' eight Acres of Land, forty Acres of Pasture, forty ' Acres of Reed, ten Acres of fresh Marsh, and ten ' Acres of salt Marsh, with the Appurtenances, in D. ' And unless,' &c.

Præcipe of a Parsonage impropriate, and of the Moiety of the Tithes.

*Suffex, 'COMMAND A. B. that justly, &c. he perform to wit, ' form to C. D. the Covenant made between ' them of the Rectory impropriate of H. with the Appurtenances, and of the Moiety of all Tithes, Grain, ' Corn, * Sheafs of Corn and Hay of the Lands called ' the B. Lands, with the Appurtenances, in H. afore- ' said, &c. And unless,' &c.*

* 194

Præcipe of a Manor, Rent, and free Foldage of Sheep.

Devon, 'COMMAND A. B. that justly &c. he perform to wit, ' to C. D. the Covenant made between them ' of the Manor of, &c. and of ten Shillings Rent, and ' of the Liberty of Foldage of Sheep, with the Appurtenances, in R. and of the Hundred of L. And ' unless,' &c.

Præcipe

OF FINES.

Præcipe of the third Part of four Messuages, four Cottages, one Mill, Gardens, Orchard, Land, Meadow, Pasture, Moor, Turbary, and Rent, the third Part of the View of Frankpledge, of Goods and Chattels waived, of Felons fugitive, put in Exigent, Felons de se, Deodands, Treasurer, and of the third Part of a Parsonage.

*Norfolk, 'COMMAND W. S. Esq; that justly, &c. to wit, ' he perform to Sir T. R. Knt. the Covenant made between them of the third Part of four Messuages, four Cottages, one Mill, ten Gardens, ten Orchards, two Hundred Acres of Land, two Hundred Acres of Meadow, two Hundred Acres of Pasture, thirty Acres of Moor, * thirty Acres of Turbary, and five Shillings Rent, with the Appurtenances, in A. B. C. D. and of the third Part of a View of Frankpledge, of Goods and Chattels waived, of Felons fugitive, outlawed, put in Exigent, Felons of themselves, Deodands, Treasure found, and Estrays, with the Appurtenances, in M. &c. and of the Part of the Rectory of the Church of K. with the Appurtenances, &c.*

* 195

A Præcipe of Tithes.

Leicestershire, 'COMMAND Sir T. N. Knt. that to wit, ' justly, &c. he perform to T. P. the Covenant made between them of the Tithes of Grain, Hay, Wool and Lambs, and of all other Tithes, in M. And unless, &c.

A Præcipe of a Stable amongst other Things.

Middlesex, 'COMMAND George Wright and Elizabeth to wit, ' his Wife, that justly, &c. they perform to Robert Horsely the Covenant made between them of two Messuages, three Stables and two Gardens, with the Appurtenances, in the Parish of St. Giles in the Fields. And unless, &c.

K 2

A Præcipe

OF FINES.

* 196 * *A Præcipe of a Rent issuing out of a Rectory.*

London, 'COMMAND E. D. Widow, and J. B. and
to wit, ' E. his Wife, that justly, &c. they perform
' to W. B. the Covenant made between them of the
' yearly Rent of twenty and two Pounds issuing out of
' the Rectory of the Parish of *St. Botolph without Ald-*
' *gate* with the Appurtenances. And unless, &c.

And the Agreement is such, to wit, That the aforesaid
' *E. J. and E. have acknowledged the aforesaid Rent,*
' *&c.*

Another of the same.

Lincolnshire, 'COMMAND A. B. that justly, &c. they
to wit. ' perform to J. C. the Covenant made
' between them of the yearly Rent of 6*l.* 12*s.* 8*d.*
' issuing out of the Rectory of *Horleston*, with the Ap-
' purtenances. And unless, &c.

A Præcipe of a Rent issuing out of divers Manors.

* 197 *Somersetshire* 'COMMAND H. S. that justly, &c. he
to wit, ' perform to J. C. the Covenant made
' between them of the yearly Rent of 13*l.* 19*s.* 8*d.*
' issuing out * of the Manors of *Walton*, *Chodder*, and
' *Stovey*, with the Appurtenances. And unless, &c.

OF FINES.

A Præcipe against the Father and Son, Heirs apparent of Manors, Messuages, Cottages, Tofts, Barns, Water-mills, a Wind-mill, Dove-houses, Gardens, Orchards, Land, Meadow, Pasture, Wood, Marsh, Furze and Heath, Alder, Rush, Moor, Rent, a Mine of Coals and Advowson.

*Lincolnshire, 'COMMAND T. M. Esq; and T. M. to wit, ' Son and Heir apparent of the said T. that justly, &c. they perform to F. F. and N. R. the Covenant make between them of the Manors of T. S. and H. near N. upon Trent, and of forty Messuages, twenty Cottages, forty Tofts, thirty Barns, two Water-mills, one Wind-mill, three Dove-houses, forty Gardens, forty Orchards, one Thousand Acres of Land, one Thousand Acres of Meadow, one Thousand Acres of Pasture, five Hundred Acres of Wood, one Hundred Acres of Marsh, one Hundred Acres of Furze and Heath, one Hundred Acres of Alder, one Hundred and ten Acres of Rush, five Hundred Acres of Moor, four Pounds Rent, and the Rent of half a Pound of Pepper, with the Appurtenances, in T. * and S. as also of the Advowson of the Church of T. and H. And unless, &c.*

* 198

A Præcipe of Tithes.

Nottinghamshire, 'COMMAND C. D. E. that justly, &c. to wit, ' he perform to R. Y. Esq; the Covenant made between them of the Tithes of Sheafs of Corn, Grain, and Hay, with the Appurtenances, in R. and W. and of the Tithes of Hay in V. as also of the Tithes of Wool, Lambs, Oblations, Oventions and Emoluments, and of all other Tithes whatsoever coming, growing and renewing in W. aforesaid. And unless, &c.

A Præcipe

OF FINES.

A Præcipe of Manors, Messuages, Cottages, Mill, Dovehouse, Gardens, Orchard, Land, Meadow, Pasture, Wood, Furze and Heath, Moor, Land covered with Water, Rent, and Common of Pasture.

* 199

*Staffordshire, ' COMMAND F. B. Esq; that justly, to wit, ' &c. he perform to J. M. Gent. the Covenant made between them of the Manors of B. and D. with the Appurtenances, and of thirty Messuages, ten Cottages, one Water-mill, two Dove-houses, thirty Gardens, thirty Orchards, two Thousand Acres of Land, two Hundred Acres of Meadow, five Hundred Acres * of Pasture, three Hundred Acres of Wood, one Thousand Acres of Furze and Heath, one Thousand Acres of Moor, ten Acres of Land covered with Water, sixty Shillings Rent, and Common of Pasture for all Cattle, with the Appurtenances, in Biddulph Overton, Over Biddulph, Neithor Biddulph, Rushton Grange, Stoke and Bushen. And unless, ' &c.*

' And the Agreement is such, to wit, That the aforesaid F. hath acknowledged the aforesaid Manors, Tenements, Rent, and Common of Pasture, with the Appurtenances, to be the Right, ' &c.

A Præcipe of Manors, Messuages, Tofts, a Mill, Dovehouses, Gardens, Land, Meadow, Pasture, Wood, Furze and Heath, and of a Rectory and Advowson.

Lincolnshire, ' COMMAND Sir J. L. Knt. and W. to wit, ' L. Esq; that justly, &c. they perform to G. L. Gent. the Covenant made between them of the Manors of H. otherwise, &c. and S. with the Appurtenances, and of seventy and nine Messuages, three Tofts, one Wind-mill, eleven Dove-houses, ninety Gardens, two Thousand five Hundred and forty Acres of Land, six Hundred Acres of Meadow, one Thousand

OF FINES.

' Thousand and sixty Acres of Pasture, three Hundred
 ' and fifty Acres of Wood, and one Hundred Acres of
 ' Furze and Heath, with the Appurtenances,* in Hon-
 ' nington, otherwise *Hunnington*, *Somerby*, *Coningham*,
 ' *Springthorne*, *Gainsborough* otherwise *Gainsburgh*,
 ' *Wheatbargh*, otherwise *Wheatburgh*, and *Great Coning-*
 ' *ham*, and also the Rectory of *Honnington*, otherwise
 ' *Hunnington*, with the Appurtenances, as also the
 ' Advowson of the Vicarage of the Church of *Honning-*
 ' *ton* otherwise *Hunnington*. And unless, &c.

* 200

' And the Agreement is such to wit, That the afore-
 ' said *J.* and *W.* have acknowledged the aforesaid
 ' Manors, Tenements and Rectory, with the Appur-
 ' tenances and Advowson aforesaid, to be the Right,
 ' &c.

Fines

* 201 * Fines Sur Done, Grant & Render.

a i. e. Upon a Gift with a Grant and Render. *A Fine a Sur Done, with Grant et Render in Tail, with Remainders over.*

Præcipe. Cornwall, ' *COMMAND M. K. that justly, &c. he to wit, ' perform to J. W. the Covenant made between them of one Messuage and twenty Acres of Land, with the Appurtenances, in S. And unless, ' &c.*

Concord. ' *And the Agreement is such, to wit, That the afore-*
 The Done. ' *said M. hath acknowledged the aforefaid Tenements,*
 Warranty. ' *with the Appurtenances, to be the Right of him the*
 ' *said J. as those which the said J. hath of the Gift of*
 ' *the aforefaid M. And those he hath remised and*
 ' *quit-claimed from himself the said M. and his Heirs*
 ' *to the aforefaid J. and his Heirs for ever. And more-*
 ' *over the said M. hath granted for himself and his*
 ' *Heirs, that he will warrant the aforefaid Tenements,*
 ' *with the Appurtenances, to the said J. and his Heirs*
 ' *against himself the said M. and his Heirs for ever. And*
 ' *for this Acknowledgment, Remise, Quit-claim, War-*
 Grant and ' *ranty, Fine and Agreement, the said J. hath granted*
 Render to the ' *to the said M. the aforefaid Tenements, with the Ap-*
 Contisor in ' *purtenances, and those he hath rendered to him in the*
 Tail Special. ' *same * Court ; To have and to hold the said Tenements,*
 * 202 ' *with the Appurtenances, to the said M. and the Heirs*
 ' *which the said M. shall beget on the Body of L. his*
 Remainders ' *now Wife ; And if it shall happen that the said M.*
 over. ' *shall die without Heirs begotten by him on the Body*
 ' *of the said L. Then after the Decease of the said M.*
 ' *the aforefaid Tenements, with the Appurtenances,*
 ' *entirely to remain to the said L. during her Life. And*
 ' *after the Decease of the said L. the aforefaid Tene-*
 ' *ments, with the Appurtenances, entirely to remain to*
 ' *the right Heirs of the said J.'*

Taken and acknowledged, &c.

A Fine

OF FINES

A Fine from two Conusors to two Conusces, Sur Done, with a Grant and Render back for Years, reserving Rent, &c.

Lincolnshire, 'COMMAND J. P. and S. C. that Præcipe. to wit, 'C justly, &c. they perform to W. N. and E. P. the Covenant made between them of (naming the Parcels), and unless, ' &c.

*' And the Agreement is such, to wit, That the afore-Concord. said J. and S. have acknowledged the aforefaid Tenements, with the Appurtenances, to be the Right of him the said W. and as those which the aforefaid W. and E. have of the Gift of the aforefaid J. and S. The Gift. And those they have remised and quit-claimed from themselves the said J. and S. * and the Heirs of the said J. to the aforefaid W. and E. and the Heirs of the said W. for ever. And moreover the said J. and S. have granted for themselves and the Heirs of the said J. that they will warrant to the aforefaid W. and E. and the Heirs of the said W. the aforefaid Tenements, with the Appurtenances, against them the said J. and S. and the Heirs of the said J. for ever. And for this Acknowledgment, Remise, Quit-claim, Warranty, Fine and Agreement, the said W. E. have granted to the aforefaid J. the aforefaid Tenements, The Grant & with the Appurtenances, and those they have rendered Render. to him in the same Court; To have and to hold the Habendum aforefaid Tenements, with the Appurtenances, to the for Years. aforefaid J. and his Assigns, from the Feast of St. Michael the Archangel last past, unto the End and Term of one and twenty Years from thence next ensuing and fully to be complete and ended, rendering therefore yearly during the aforefaid Term to the said W. and his Heirs the Sum of twenty Pounds of law-Rendering ful Money of Great Britain, to be paid at the Feast of Rent. the Annunciation of the Blessed Mary, and the Feast of St. Michael the Archangel, by equal and even Portions; and if the said Rent shall happen to be in Arrear in Part or in the Whole unpaid after any of the And if in Ar- faid Feasts, then it shall be lawful for the said W. rear to dis- and his Heirs to enter into the aforefaid Tenements, train. with the Appurtenances, and distrain, and the Dis- tresses*

OF FINES.

* 204 ‘ tresses there taken to lead, drive, and carry away,
 ‘ and to retain until they shall be fully paid * and
 ‘ satisfied for the said Rent and the Arrearages thereof.’

Taken and acknowledged, &c.

*A Fine by two Conusors to one Conusee, Sur Done,
 with a Grant and Render back to one Conusor for
 a Term of Years, reserving Rent, and the Reversion
 and Rent to the other Conusor.*

Præcipe.

*Essex, ‘ COMMAND T. B. and A. S. that justly,
 to wit, ‘ &c. they perform to J. B. the Covenant
 ‘ made between them of (naming the Parcels). And
 ‘ unless, &c.*

Concord.

‘ *And the Agreement is such, to wit, That the aforefaid
 ‘ T. and A. have acknowledged the aforefaid Tenements,
 ‘ with the Appurtenances, to be the Right of him the said
 ‘ J. as those which the said J. hath of the Gift of the said*

The Gift.

‘ *T. and A. And those they have remised and quit-claimed
 ‘ from themselves the said T. and A. and the Heirs of
 ‘ the said T. to the said J. and his Heirs for ever. And
 ‘ moreover the said T. and A. have granted for themselves
 ‘ and the Heirs of the said T. that they will warrant
 ‘ the aforefaid Tenements, with the Appurtenances,
 ‘ to the said J. and his Heirs, against them the said T.
 ‘ and A. and the Heirs of the said T. for ever. And
 ‘ for this Acknowledgment, Remise, Release, Quit-
 ‘ claim, Warranty, Fine and Agreement, the aforefaid*

* 205
 The Conusee
 grants and
 rendersto one
 Conusor for
 Years,

‘ *J. hath * granted, to the said A. the aforefaid Tene-
 ‘ ments, with the Appurtenances, and those he hath
 ‘ rendered to him in the same Court; To have and to hold
 ‘ the aforefaid Tenements, with the Appurtenances,
 ‘ to the said A. and his Assigns, from the Feast of the
 ‘ Nativity of our Lord Christ now next ensuing, until
 ‘ the full End and Term of sixty-one Years from
 ‘ thence next ensuing and fully to be complete and
 ‘ ended, Rendering therefore yearly during the Term
 ‘ aforefaid to the said J. and his Heirs the yearly Rent
 ‘ of*

Reserving,
 Rent;

OF FINES.

' of twenty Pounds of lawful Money of *Great Britain*,
 ' at the Feasts of the Nativity of *St. John the Baptist*,
 ' and the Nativity of our *Lord Christ*, by equal Por-
 ' tions, to be paid during the Term aforesaid: *And if* And if in Ar-
 ' it shall happen that the said yearly Rent of twenty rear to dis-
 ' Pounds shall be in Arrear and unpaid in Part or in train.
 ' the Whole after any of the Feasts aforesaid by the
 ' Space of twenty Days, that then it shall and may be
 ' lawful for the said *J.* and his Heirs into the Tene-
 ' ments aforesaid to enter and distrain, and the Distresses
 ' so there taken to lead, drive, carry away and detain,
 ' until he shall be fully satisfied the said yearly Rent
 ' and all Arrearages thereof. *And further*, the said *J.* And further
 ' hath granted to the said *T.* and his Heirs as well the the Conutee
 ' Reversion of the aforesaid Premises, with the Ap- grants and
 ' purtenances, as the aforesaid Rent of twenty Pounds renders the
 ' thereupon reserved, and those he hath rendered to Reversion to
 ' him in the same Court; *To have, hold, and perceive* the other Co-
 ' the aforesaid Reversion of the aforesaid Tenements, nusor in Fee.
 ' * with the Appurtenances and the Rent aforesaid, to * 206
 ' the said *T.* and his Heirs for ever.

Taken and acknowledged, &c.

*A Fine from two Conusors and the Wife of one of
 them to two Conusees, Sur Done, with Grant and
 Render to one Conusor for Years, reserving Rent
 with a Nomine Poenæ and Distress, Remainder
 to the other Conusor and his Wife, and the Heirs
 of the Husband, Remainder to the right Heirs of a
 Stranger.*

Middlesex, ' COMMAND E. P. Esq; and M. his Wife, Præcipe,
to wit, ' and R. B. that justly, &c. they perform
' to J. R. and T. S. the Covenant made between them
' of one Messuage, &c. And unless, &c.

' *And the Agreement is such, to wit, That the afore-* Concord.
 ' said *E. P.* and *M.* and *R. B.* have acknowledged the
 ' aforesaid Tenements, with the Appurtenances, to
 ' be the Right of him the said *J.* as those which the
 ' said

OF FINES.

- The Gift. ' said *J.* and *T.* have of the Gift of the aforesaid *E.*
 ' *M.* and *R.* and those they have remised and quit-
 ' claimed from themselves the said *E. M.* and *R.* and
 ' their Heirs to the said *J.* and *T.* and the Heirs of the
- Warranty a- ' said *J.* for ever. *And moreover* the said *E.* and *M.*
 gainst the ' have granted for themselves and the Heirs of the said
 Heirs of the ' *E.* that they will * warrant to the aforesaid *J.* and
 Husband. ' *T.* and the Heirs of the said *J.* the aforesaid Tenement-
 * 207 ' ments, with the Appurtenances, against them the
 ' said *E.* and *M.* and the Heirs of the said *E.* for
 ' ever. *And further,* the said *E.* and *M.* have granted
 The like a- ' for themselves and the Heirs of the said *M.* that they
 gainst the ' will warrant to the aforesaid *J.* and *T.* and the Heirs
 Heirs of the ' of the said *J.* the aforesaid Tenements, with the
 Wife. ' Appurtenances, against them the said *E.* and *M.* and
 ' the Heirs of the said *M.* for ever. *And also* the
- Warranty. ' said *R.* hath granted for himself and his Heirs,
 ' that he will warrant to the said *J.* and *T.* and the
 ' Heirs of the said *J.* the aforesaid Tenements, with
 ' the Appurtenances, against him the said *R.* and his
 ' Heirs for ever. *And for this Acknowledgment, Re-*
 ' mise, Quit-claim, Warranty, Fine, and Agreement,
- The Conusees ' the said *J.* and *T.* have granted to the aforesaid *R.*
 Grant and ' the Tenements aforesaid, with the Appurtenances,
 Render to ' and those they have rendered to him in the same
 one Conusor ' Court; *To have and to hold* the said Tenements, with
 for Years, ' the Appurtenances, to the said *R.* from the Feast of
 ' *St. Michael* last past for the Term of one and thirty
 ' Years from thence next ensuing and fully to be com-
- Reserving ' plete and ended, *Rendering* therefore yearly to the
 Rent. ' aforesaid *J.* and *T.* and the Heirs of the said *J.*
 ' twenty Pounds of lawful Money of *Great Britain*, at
 ' the Feast of the *Annunciation* of the Blessed Virgin
 ' *Mary*, and of *St. Michael* the Archangel, by equal
 ' Portions, to be paid yearly during the Term afore-
- * 208 ' said; *And if it shall happen that the * said Rent of*
 ' twenty Pounds, or any Part thereof, shall be in
 ' Arrear in Part or in the Whole after any of the
 ' aforesaid Feasts on which it ought to be paid as afore-
- Nomine Pa- ' said, unpaid by the Space of forty Days, that then
 ne, and Dis- ' the aforesaid *R.* shall forfeit to the aforesaid *J.* and *T.*
 trels. ' and the Heirs of the said *J.* five Pounds, in the Name
 ' of a Penalty; *And then and so often it shall be law-*
 ' ful

OF FINES.

ful to the said *J.* and *T.* and the Heirs of the said
J. into the aforesaid Tenements with the Appur-
tenances, to enter and distrain, and the Distresses so
there taken and had to lead, drive, carry away and
detain, until as well of the aforesaid twenty Pounds,
as of the said five Pounds in the Name of a Penalty
as aforesaid forfeited, with all Arrears (if any shall
be) they shall be fully satisfied and paid. *And fur-* And further,
ther, the said *J.* and *T.* have granted to the aforesaid the Conusees
E. and *M.* the aforesaid Tenements, with the Appur- Grant & Ren-
tenances, and the aforesaid twenty Pounds there- der to the o-
upon reserved, and the aforesaid Sum of five Pounds ther Conusor
in the Name of a Penalty, and those they have ren- and his Wife,
dered to them in the same Court; *To have and to hold* and to the
the said Tenements, with the Appurtenances, and Heirs of the
the said twenty Pounds reserved, to the said *E.* and Body of the
M. and the Heirs of the Body of the said *E.* law- Husband;
fully begotten; and for Default of such Issue, the the Remain-
Remainder to *W. W.* and his Heirs for ever.' der in Fee
to a Stranger
not named
in the Fee.

Taken and acknowledged, &c.

* *A Fine by three Conusors to two Conusees, with Grant and Render to one of the Conusors in Tail, and a Remainder in Tail to a Stranger, Reversion to the Conusees and the Heirs of one of them, of a Manor, Messuages, Cottages, Dovehouse, Gardens, Orchards, Land, Meadow, Pasture, Wood, Furze and Heath, and Rent.*

* 209

Essex, 'COMMAND *A. B.* Esq; *C. D.* Esq; and Præcipe.
to wit. *E. F.* Esq; that justly, &c. they perform
to *G. H.* and *J. K.* the Covenant made between
them of the Manor of *S.* with the Appurtenances,
and of fifty Messuages, ten Cottages, one Dovehouse,
sixty Gardens, sixty Orchards, five Hundred Acres of
Land, four Hundred Acres of Meadow, one Hundred
Acres of Pasture, one Hundred Acres of Wood, two
Hundred Acres of Furze and Heath, and ten Pounds
Rent,

OF FINES.

' Rent, with the Appurtenances, in S. And unless,
&c.

Concord.

The Done.

* 210

Warranty a-
gainst all
Men by one
Conusor.

The like by
another.

The like by
the other.

Grant and
Render to
one of the
Conusors in
Tail male.

Remainder in
Tail male to
a Stranger
not named in
the Fine.

* 211

Reversion to
the Conusees
and the Heirs
of one of
them.

' *And the Agreement* is such, to wit, That the afore-
said *A. C.* and *E.* have acknowledged the afore-
said Manor, Tenements, and Rent, with the Appur-
tenances, to be the Right of the said *G.* as those
which the said *G.* and *J.* have of the Gift of the said
A. C. and *E.* and those they have remised and quit-
claimed from themselves the said *A. C.* and *E.* and
their Heirs to the said *G.* * and *J.* and the Heirs
of the said *G.* for ever. *And moreover* the said *A.*
has granted for himself and his Heirs that he will
warrant to the afore-*said G. J.* and the Heirs of
the said *G.* the afore-*said Manor, Tenements, and*
Rent, with the Appurtenances, against all Men for
ever. And further, the said *C.* has granted for himself
and his Heirs, that he will warrant to the afore-*said*
G. and J. and the Heirs of the said *G.* the afore-*said*
Manor, Tenements, and Rent, with the Appur-
tenances, against all Men for ever. And also the
afore-*said E.* has granted for himself and his Heirs,
that he will warrant to the afore-*said G. and J.* and
the Heirs of the said *G.* the afore-*said Manor, Tene-*
ments, and Rent, with the Appurtenances, against
all Men for ever. And for this Acknowledgment,
Remise, Quit-claim, Warranty, Fine and Agree-
ment, the said G. and J. have granted to the afore-
*said E. the afore-*said Manor, Tenements and Rent,**
with the Appurtenances, and those they have ren-
dered to him in the same Court; To have and to hold
the said Manor, Tenements and Rent, with the Ap-
purtenances, to the said E. and the Heirs Male of his
Body lawfully begotten; And if it shall happen that
the said E. shall die without Heirs Male of his Body
lawfully begotten, then after the Decease of the said
*E. the afore-*said Manor, Tenements and Rent, with**
the Appurtenances, shall entirely remain to M. F.
Brother of the said E. and the Heirs Male of the
Body of the said M. lawfully begotten: And if it
*shall happen * that the said M. shall die without*
Heirs Male of his Body lawfully begotten, then after
*the Decease of the said M. the afore-*said Manor,**
Tenements

OF FINES.

‘ Tenements and Rent, with the Appurtenances, shall
 ‘ entirely revert to the aforefaid G. and J. and the Heirs
 ‘ of the faid G. for ever, quit of all other Heirs of the
 ‘ faid E. and M.’

Taken and acknowledged, &c.

*From three to two, with a Grant and Render of Rent,
 with Forfeiture Nomine Poenæ and a Distress to
 the second Conufor in Tail, Remainder to the first
 Conufor in Tail, Remainder to the right Heirs of
 the second in Fee, and a Grant and Render of
 Lands to the Third Conufor in Fee, of Manors,
 Meffuages, Gardens, Orchards, Land, Pasture,
 and Rent.*

Kent, ‘ **COMMAND** A. B. Esq; C. D. Esq; and E. Præcipe.
 to wit, ‘ F. Gent. that juſtly, &c. they perform to G.
 ‘ H. Esq; and J. K. the Covenant made between them
 ‘ of the Manors of L. and M. with the Appurtenances,
 ‘ and of fix Meffuages, fix Gardens, fix Orchards, two
 ‘ Hundred Acres of Land, and four Hundred Acres of
 ‘ Paſture, and of the Rent of two Hundred Marks,
 ‘ with the Appurtenances, in L. and M. And un-
 ‘ leſs, &c.

* ‘ *And the Agreement is ſuch, to wit, That the afore-* * 212
 ‘ ſaid A. C. and E. have acknowledged the aforeſaid Concora.
 ‘ Manor, Tenements, and Rent, with the Appurte-
 ‘ nances, to be the Right of him the aforeſaid G. as
 ‘ thoſe which the ſaid G. and J. have of the Gift of The Done.
 ‘ the aforeſaid A. C. and E. and thoſe they have remiſed
 ‘ and quit-claimed from themſelves the ſaid A. C. and
 ‘ E. and their Heirs to the aforeſaid G. and J. and the
 ‘ Heirs of the ſaid G. for ever. *And moreover the afore-*
 ‘ ſaid A. hath granted for himſelf and his Heirs, that 1. Warranty.
 ‘ he will warrant to the aforeſaid G. and J. and the
 ‘ Heirs of the ſaid G. the aforeſaid Manor, Tenements,
 ‘ and Rent, with the Appurtenances, againſt him the
 ‘ aforeſaid A. and his Heirs for ever. *And further, the* 2. Warranty.
 ‘ aforeſaid C. hath granted for himſelf and his Heirs,
 ‘ that

OF FINES.

3. Warranty.

Grant & Ren-
der of a Rent
in Tail to the
2d Conusee.

* 213

Forfeiture
Nomine Pen-
ne.

Distress.

* 214

that he will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, and Rent, with the Appurtenances against him the said C. and his Heirs for ever; And also the aforesaid E. hath granted for himself and his Heirs, that he will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manors, Tenements, and Rent, with the Appurtenances, against himself the said E. and his Heirs for ever. And for this Acknowledgment, Remise, Quit claim, Warranty, Fine and Agreement, the aforesaid G. and J. have granted to the aforesaid C. a certain yearly Rent of two Hundred Pounds of lawful Money of Great Britain, * issuing out of and from the aforesaid Manors and Tenements with the Appurtenances, and the same they have rendered to him in the said Court; To hold and receive the said yearly Rent of two Hundred Pounds to the said C. and the Heirs of his Body lawfully begotten, at the Feasts of St. Michael the Archangel and the Annunciation of the Blessed Virgin Mary, by equal Portions yearly, to be paid at the South Gate of the Royal Exchange in London, if demanded: And if it shall happen that the said yearly Rent of two Hundred Pounds, or any Part thereof, shall be in Arrear in Part, or in the Whole, after any of the said Feasts on which it ought to be paid as aforesaid, unpaid by the Space of one Month, if demanded at the South Gate of the Royal Exchange in London, that then and so often the said G. and J. and the Heirs of the said G. shall forfeit to the said C. and the Heirs of his Body lawfully begotten, six Pounds thirteen Shillings and Four-pence, by the Name of a Penalty, for every Month in which the said yearly Rent of two Hundred Pounds, or any Part thereof, shall happen to be in Arrear; And that then and so often it shall be lawful for the said C. and the Heirs of his Body lawfully begotten, into the aforesaid Manor and Tenements, with the Appurtenances, to enter and distress, and the Distresses so there had and taken lawfully to lead, drive, carry away and to keep, until they shall be fully satisfied and paid as well the said yearly Rent of two Hundred Pounds, as the aforesaid six Pounds thirteen * Shillings and Four-pence, forfeited as aforesaid by the Name of a Penalty, with all Arrearages

OF FINES.

' rearages of them, if any shall be. *Also* the aforesaid Remainder of
 ' G. and J. have granted to the aforesaid A. a certain the Rent in
 ' yearly Rent of two Hundred Pounds, of lawful Money Tail to the
 ' of Great Britain, issuing out of and from the aforesaid first Conusor.
 ' Manors and Tenements, with the Appurtenances;
 ' and the same they have rendered to him in the same
 ' Court, To hold and receive the aforesaid yearly Rent
 ' of two Hundred Pounds after the decease of the said
 ' C. without Heirs of his Body lawfully begotten, at
 ' the Feasts of St. Michael the Archangel and the Annun-
 ' ciation of the Blessed Virgin Mary, by equal Portions
 ' yearly, to be paid at the South Gate of the Royal Ex-
 ' change in London, if demanded; the first Payment to
 ' begin and be made at such of the said Feasts as shall
 ' happen next after the Death of the said C. without
 ' Heirs of his Body lawfully begotten; And if it shall Forfeiture.
 ' happen that the said yearly Rent of two Hundred Nomine Pa-
 ' Pounds, after the Death of the aforesaid C. without na.
 ' Heirs of his Body lawfully begotten, shall be in Ar-
 ' rear in Part or in the Whole after any of the said
 ' Feasts on which it ought to be paid as aforesaid, un-
 ' paid by the Space of one Month, if demanded at the
 ' South Gate of the Royal Exchange in London, that then
 ' and so often the aforesaid G. and J. and the Heirs of
 ' the said C. after the Death of the said C. without
 ' Heirs of his Body lawfully begotten, shall forfeit to
 ' the said A. and the Heirs of his Body lawfully begot-
 ' ten, six * Pounds thirteen Shillings and Four-pence, * 215
 ' by the Name of a Penalty, for every Month in which
 ' the said yearly Rent of two Hundred Pounds, or any
 ' Part thereof shall happen to be in Arrear; And that Distress
 ' then and so often it shall be lawful for the aforesaid
 ' A. and the Heirs of his Body lawfully begotten, after
 ' the Death of the said C. without Heirs of his Body
 ' lawfully begotten, into the aforesaid Manors and Te-
 ' nements, with the Appurtenances, to enter and dis-
 ' train, and the Distresses so there had and taken law-
 ' fully to lead, drive, carry away and keep, until they
 ' shall be fully paid and satisfied as well the said yearly
 ' Rent of two Hundred Pounds, as the said six Pounds
 ' thirteen Shillings and Four-pence as aforesaid, for-
 ' feited by the Name of a Penalty, with all Arrearages
 ' of them, if any shall be. And if it shall happen that Remainder of
 ' the aforesaid A. shall die without Heirs of his Body Fee to the
 ' lawfully 21 Conusor.

OF FINES.

Forfeiture.
Nomine Pæ-
næ.

* 216

Distresses.

Grant and
Render of the
Lands in Fee.

lawfully begotten, then after the Decease of the said
A. the said yearly Rent of two Hundred Pounds shall
entirely remain to the right Heirs of the aforesaid C.
for ever, to be paid yearly at the said Feasts as afore-
said: And if it shall happen that the said yearly Rent
of two Hundred Pounds, or any Part thereof, shall
be in Arrear in Part or in the Whole after any of the
said Feasts on which the same ought to be paid as
aforesaid, unpaid by the Space of one Month, if de-
manded at the South Gate of the *Royal Exchange* in
London, that then and so often the aforesaid G. and Y.
and the Heirs of the said G. after the Death of the
aforesaid A. * without Heirs of his Body lawfully
begotten, shall forfeit to the right Heirs of the afore-
said C. six Pounds thirteen Shillings and Four-pence,
by the Name of a Penalty, for every Month in which
the said yearly Rent of two Hundred Pounds, or any
Part thereof, shall so be in Arrear; And that then
and so often it shall be lawful to the right Heirs of
the aforesaid C. after the Death of the aforesaid A.
without Heirs of his Body lawfully begotten, into
the aforesaid Manors and Tenements, with the Ap-
purtenances, to enter and distrain, and the Distresses
so there taken and had to lead, drive, carry away
and to keep, until they shall be fully paid and satisfied
as well the said yearly Rent of two Hundred Pounds,
as the said six Pounds thirteen Shillings and Four-
Pence, so as aforesaid forfeited, by the Name of a
Penalty, with all Arrearages, if any shall be. Also
the aforesaid G. and Y. have granted to the aforesaid
E. the aforesaid Manors, Tenements, and Rent of one
Hundred Marks, with the Appurtenances, and those
they have rendered to him in the said Court; To have
and to hold the said Manors, Tenements and Rent,
with the Appurtenances, to the said E. and his Heirs
for ever.

Taken and acknowledged, &c.

From

* *From three to two, with a Grant and Render of a Rent for Life, with a Clause of Distress, Grant and Render of the Premises in Tail, Remainder in Tail, Remainder in Fee, of a Manor, Messuages, Mills, Gardens, Orchards, Land, Meadow, Pasture, Furze and Heath, Moor, Rent, and Common of Pasture.*

* 217

Northamptonshire, ' **COMMAND** A. B. Widow, C. *Præcipe.*
to wit, ' D. Esq; and E. F. Gent. that

' justly, &c. they perform to G. N. Esq; and J. K. Esq; the Covenant made between them of the Manor of L. with the Appurtenances, and of ten Messuages, two Mills, ten Gardens, ten Orchards, one Thousand and six Hundred Acres of Land, four Hundred Acres of Meadow, seven Hundred Acres of Pasture, one Hundred Acres of Furze and Heath, one Hundred Acres of Moor, twenty Pounds Rent, and Common of Pasture for all and all Manner of Cattle, with the Appurtenances, in M. And unless, &c.

' *And the Agreement* is such, to wit, That the aforesaid Concord.

' A. C. and E. have acknowledged the aforesaid Manor, Tenements, Rent, and Common of Pasture, with the Appurtenances, to be the Right of the aforesaid G. as those which the aforesaid G. and J. have of the Gift of the said A. C. * and E. and those they have remised and quit-claimed from themselves the said A. C. and E. and their Heirs to the aforesaid G. and J. and the Heirs of the said G. for ever. *And moreover* 1. Warranty: the aforesaid A. hath granted for herself and her Heirs, that she will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, against her the aforesaid A. and her Heirs for ever. *And further,* the aforesaid C. hath 2. Warranty. granted for himself and his Heirs, that he will warrant to the aforesaid G. and J. and the Heirs of the said G. the aforesaid Manor, Tenements, Rent and Common of Pasture, with the Appurtenances, against him the aforesaid C. and his Heirs for ever. *And* 3. Warranty.

* 218

OF FINES.

Grant. *also* the aforesaid *E.* hath granted for himself and his
 Heirs, that he will warrant to the aforesaid *G.* and *J.*
 and the Heirs of the said *G.* the aforesaid Manor,
 Tenements, Rent and Common of Pasture, with the
 Appurtenances, against him the aforesaid *E.* and his
 Heirs for ever. *And* for this Acknowledgment, Re-
 mise, Quit-claim, Warranty, Fine and Agreement,
 the aforesaid *G.* and *J.* have granted to the aforesaid
A. a certain yearly Rent of two Hundred Pounds of
 lawful Money of *Great Britain*, issuing out of and
 from the aforesaid Manor, Tenements and Common
 of Pasture, with the Appurtenances, and the same
 they have rendered to her in the same Court; *To have*
 and receive the aforesaid yearly Rent of two Hundred
 Pounds to the said *A.* and * her Assigns during the
 Life of the said *A.* to be paid yearly at the Feasts of
 the *Annunciation* of the Blessed *Mary* and *St. Michael*
 the Archangel, by equal Portions; *And* if it shall
 happen that the said yearly Rent of two Hundred
 Pounds shall be in Arrear in Part or in the Whole,
 after any of the said Feasts on which it ought to be
 paid as aforesaid, unpaid by the Space of fourteen
 Days, that then it shall be lawful for the aforesaid *A.*
 and her Assigns, into the aforesaid Manor, Tenements
 and Common of Pasture, with the Appurtenances, to
 enter and distrain, and the Distresses so there had and
 taken to lead, drive, carry away and to retain, until
 she shall be fully paid and satisfied the said yearly
 Rent, and all Arrearages thereof, if any shall be.
 Grant. *Also* the aforesaid *G.* and *J.* have granted to the aforesaid
C. the aforesaid Manor, Tenements, Rent and
 Common of Pasture, with the Appurtenances, and
 those they have rendered to him in the same Court;
To have and to hold the aforesaid Manor, Tenements,
 Rent and Common of Pasture, to the said *C.* and the
 Heirs-Male of his Body lawfully begotten; *And* if it
 shall happen that the aforesaid *C.* shall die without
 Heirs-Male of his Body lawfully begotten, then after
 the Decease of the said *C.* the said Manor, Tenements,
 Rent and Common of Pasture, with the Appurte-
 nances, shall entirely remain to the aforesaid *E.* and
 the Heirs-Male of his Body lawfully begotten; *And*
 if it shall happen that the aforesaid *E.* shall die with-
 out Heirs-Male of his Body lawfully * begotten, then
 after

And Render of
 a yearly Rent
 to the first
 Conusors for
 her Life.
 * 219

Distress.

Grant,
 and Render of
 the Premises
 in Tail to the
 2d Conusor.
 Remainder
 in Tail to the
 3d Conusor.
 Remainder in
 Fee to the
 1st Conusor.
 * 220

OF FINES.

‘ after the Decease of the aforesaid *E.* the aforesaid
 ‘ Manor, Tenements, Rent and Common of Pasture,
 ‘ with the Appurtenances, shall entirely remain to the
 ‘ right Heirs of the aforesaid *A.* for ever,’

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Conussee and his
 Wife, Grant and Render to the Conusors in special
 Tail, Remainder to the Husband in general Tail,
 Remainder to the Wife Conusor in general Tail, Re-
 mainder in Fee to the right Heirs of the Husband,
 of Land, Meadow, Pasture, and Wood,*

*Essex, ‘ COMMAND A. B. Gent. and C. his Wife, P. æcipe,
 to wit, ‘ that justly, &c. they perform to D. E.
 ‘ Gent. and F. his Wife, the Covenant made between
 ‘ them of four Hundred Acres of Land, one Hundred
 ‘ Acres of Meadow, two Hundred Acres of Pasture,
 ‘ and twenty Acres of Wood, with the Appurtenances,
 ‘ in G. H. and J. And unless,’ &c.*

‘ *And the Agreement is such, to wit, That the afore- Concord.
 ‘ said A. and C. have acknowledged the aforesaid Te-
 ‘ nements, with the Appurtenances, to be the Right of
 ‘ the aforesaid D. as those which the said D. and F.
 ‘ have of the Gift of the aforesaid A. and C. and those
 ‘ they have remised and quit-claimed * from themselves * 221
 ‘ the said A. and C. and their Heirs to the aforesaid D.
 ‘ and F. and the Heirs of the said D. for ever. And Warranty for
 ‘ moreover the aforesaid A. and C. have granted for the Heirs of
 ‘ themselves and the Heirs of the said C. that they will the Wife
 ‘ warrant to the aforesaid D. and F. and the Heirs of against all
 ‘ the said D. the aforesaid Tenements, with the Appur- Men.
 ‘ tenances, against all Men for ever. And for this
 ‘ Acknowledgment, Remise, Quit-claim, Warranty,
 ‘ Fine and Agreement, the aforesaid D. and F. have
 ‘ granted to the aforesaid A. and C. the aforesaid Te-
 ‘ nements, with the Appurtenances, and those they
 ‘ have rendered to them in the same Court; To have And Render
 ‘ and to hold the said Tenements, with the Appurte- to Conusors in
 ‘ nances, special Tail.*

OF FINES.

Remainder to the Husband Conusor in Tail general. ' nances, to the aforefaid *A.* and *C.* and the Heirs of
 ' the Bodies of the faid *A.* and *C.* lawfully begotten :
 ' And if it fhall happen that the faid *A.* and *C.* fhall
 ' die without Heirs of their Bodies lawfully begotten,
 ' then after the Deaths of the faid *A.* and *C.* the afore-
 ' faid Tenements, with the Appurtenances, fhall en-
 ' tirely remain to the Heirs of the Body of the faid *A.*
 ' lawfully begotten, And if the faid *A.* fhall die with-
 ' out Issue of his Body lawfully begotten, then the
 ' aforefaid Tenements, with the Appurtenances, fhall
 ' entirely remain to the Heirs of the Body of the faid
 ' *C.* lawfully begotten for ever ; And if the faid *C.* fhall
 ' die without Issue of her Body lawfully begotten, then
 ' the aforefaid Tenements, with the Appurtenances,
 ' fhall * entirely remain to the right Heirs of the faid
 ' *A.* for ever.'

* 222

Taken and acknowledged, &c.

*By one Conusor and his Wife to one Conufee, Sur Done,
 with Grant and Render to the Conufors for their
 Lives, Remainder to J. B. their Son in Tail, Re-
 mainder to the Right Heirs of the Husband, of a
 Manor, Messuages, Mills, Dovehouses, Orchards,
 Lands, Pasture, Rent, and Common of Pasture.*

Princip. Norfolk, ' **C**OMMAND *A. B.* Gent. and *C.* his
 ' to wit, ' Wife, that justly, &c. they perform to
 ' *D. E.* Gent. the Covenant made between them of the
 ' Manor of *F.* with the Appurtenances, and of twenty
 ' Messuages, two Mills, six Dovehouses, twenty Or-
 ' chards, one Thousand Acres of Land, and five Hun-
 ' dred Acres of Pasture, four Pounds Rent, and Com-
 ' mon of Pasture for all Cattle, with the Appurtenances,
 ' in *F. G.* and *H.* And unless, ' &c.

Conufance de droit. ' And the Agreement is such, to wit, That the afore-
 ' faid *A.* and *C.* his Wife have acknowledged the afore-
 ' faid Manor, Tenements, Rent, and Common of
 ' Pasture, with the Appurtenances, to be the Right of
 ' the aforefaid *D.* as those which the faid *D.* hath of
 ' the

OF FINES.

the Gift of the aforefaid *A.* and * *C.* and thofe they *Come ceo, &c.*
 have remifed and quit-claimed from themfelves the * 223
 faid *A.* and *C.* and their Heirs, to the aforefaid *D.* and
 his Heirs for ever. *And moreover* the faid *A.* and *C.* Warranty
 have granted for themfelves and the Heirs of the faid againft the
A. that they will warrant to the aforefaid *D.* and his Heirs of the
 Heirs the aforefaid Manor, Tenements, Rent, and Husband.
 Common of Pafure, with the Appurtenances, againft
 them the faid *A.* and *C.* and the Heirs of the faid *A.*
 for ever. *And* for this Acknowledgment, Remife, Grant,
 Quit-claim, Warranty, Fine and Agreement, the
 aforefaid *D.* hath granted to the aforefaid *A.* and
C. his Wife the aforefaid Manor, Tenements, Rent
 and Common of Pafure, with the Appurtenances,
 and thofe he has rendered to them in the fame Court;
To have and to hold the faid Manor, Tenements, Rent, And Render
 and Common of Pafure, with the Appurtenances, to the Conu-
 to the aforefaid *A.* and *C.* from the Feaft of *St. Michael* fors for their
 the Archangel laft paft, for and during the Lives of Lives.
 the faid *A.* and *C.* and the Life of the longer Liver of
 them, without Impeachment of Wafte; rendering
 therefore yearly to the aforefaid *D.* and his Heirs, the
 Rent of one Pepper-Corn, at the Feaft aforefaid, to
 be paid yearly during the Lives of the faid *A.* and *C.*
 and the Life of the longer Liver of them, if demand-
 ed: *And* after the Deaths of the aforefaid *A.* and *C.* Remainder in
 the aforefaid Manor, Tenements, Rent, and Common Tail to the
 of Pafure, with the Appurtenances, fhall entirely re- Son of the
 main to *J. B.* fon of the faid *A.* and the * Heirs of Husband.
 the Body of the aforefaid *J.* lawfully begotten for * 224
 ever; *And* if the faid *J.* fhall die without Ifue of his Remainder in
 Body lawfully begotten, then the aforefaid Manor, Fee to the
 Tenements, Rent, and Common of Pafure, with the right Heirs of
 Appurtenances, fhall remain to the right Heirs of the the Husband,
 aforefaid *A.* for ever.

Taken and acknowledged, &c.

A Fine

O F F I N E S .

A Fine Sur Conufance de droit tantum, paſſing a Reverſion.

Præcipe.

Effex, ‘ **COMMAND** E. S. that juſtly, &c. he per-
to wit, ‘ form to C. R. the Covenant made between
‘ them of one Meſſuage, one Stable, and one Garden,
‘ with the Appurtenances, in C. And unleſs,’ &c.

Concord.

‘ *And the Agreement* is ſuch, to wit, That the aforeſaid
‘ E. hath acknowledged the aforeſaid Tenements, with
‘ the Appurtenances, to be the *Right* of the ſaid C. And
‘ he hath granted for himſelf and his Heirs, that the
‘ aforeſaid Tenements with the Appurtenances, which
‘ W. R. and A. his Wife hold for the Term of Life of
‘ the ſaid A. of the Inheritance of the ſaid E. on the
‘ Day on which this Agreement was made, and which
‘ after the Deceafe of him the ſaid A. ought to revert
‘ to the ſaid E. and his Heirs, ſhall after the Deceafe
‘ of the ſaid A. entirely remain to the ſaid C. and his
‘ Heirs * for ever. And the aforeſaid E. hath granted
‘ for himſelf and his Heirs, that he will warrant to the
‘ ſaid C. and his Heirs the aforeſaid Tenements, with
‘ the Appurtenances, in ſuch Manner as is aforeſaid,
‘ againſt him the ſaid E. and his Heirs for ever. And
‘ for this,’ &c.

* 225

Taken and Acknowledged, &c.

*A Fine Sur Conufance de droit tantum by Huſband
and Wife, Tenants for Life of the Wife, of a third
Part of a Meſſuage, which after her Death did be-
long to the Conuſee and his Heirs, which is in the
Nature of a Surrender to him in Reverſion.*

Præcipe.

Middleſex, ‘ **COMMAND** Francis Brooman and Eliza-
to wit, ‘ both Brooman his Wife, that juſtly, &c.
‘ they perform to Robert Carter, the Covenant made
‘ between them of the third Part of one Meſſuage, with
‘ the Appurtenances, in St. John Street, in the Pariſh
‘ of St. Sepulchre without Newgate. And unleſs,’ &c.

‘ And

OF FINES,

' And the Agreement is such, that is to say, That the Concord.
' said Francis and Elizabeth have acknowledged the said
' third Part, with the Appurtenances, to be the Right
' of the said Robert; And have granted, that the said Conusance de
' third Part, with the Appurtenances (which said third droit tantum.
*' Part, the said Francis and Elizabeth * at the Time of * 226*
' making the said Agreement, held for the Life of the
' said Elizabeth; and which after her death did then
' belong to the said Robert and his Heirs) unto him the
' said Robert. And moreover, the said Francis and Eli- Warranty.
' zabeth have granted for themselves, that they will
' warrant the said third Part, with the Appurtenances,
' to the said Robert, against them the said Francis and
' Elizabeth. And for this, &c.

Taken and acknowledged the 14th Francis Brooman.
Day of September, in the Elizabeth Brooman.
11th Year of the Reign of our
Sovereign Lord George the
Third, now King of Great
Britain, &c. before me

George Wilson.

A Fine

OF FINES,

- * 227 * *A Fine Sur Conufance de droit tantum by Husband and Wife, paſſing a Remainder or Reverſion (after an Eſtate for Life in the Wife, with Remainder to her Daughter for Life, with Remainder to the firſt and every other Son of the Daughter in Tail-Male, with Remainder to her firſt and every Daughter in Tail-general, with Remainder to the Wife in Fee) to the Conuſee in Fee.*

Præcipe.

Middleſex, 'COMMAND James Plunkett, Eſq; and to wit, ' Sophia his Wife, that juſtly, &c. they ſ perform to Edmund Wilſon, Gent. the Covenant made ' between them of one Meſſuage, fix Stables, two Gar- ' dens, two Orchards, fixty Acres of Land, twenty ' Acres of Meadow, and twenty Acres of Paſture, with ' the Appurtenances, in the Pariſh of St, Mary Iſlington, ' And unleſs, &c.

Concord.

Conuſance de droit tantum.

* 228

*' And the Agreement is ſuch, to wit, That the ſaid ' James and Sophia have acknowledged the ſaid Tene- ' ments with the Appurtenances, to be the Right of the ' ſaid Edmund; And have granted, that the ſaid Tene- ' ments, with the Appurtenances, which the ſaid James ' and Sophia, at the Day when this Agreement was ' made, held for the Term of the Life of the ſaid Sophia; ' and which, after the Death of the ſaid Sophia, * are ' to remain to Harriot Pit, the Daughter of the ſaid ' Sophia, and her Aſſigns, for the Term of the Life of ' the ſaid Harriot without Impeachment of Waſte; and ' which, after the Deceafe of the ſaid Harriot, are to ' remain to the firſt and every other Son of the ſaid ' Harriot ſucceſſively, and the Heirs Male of the Body ' and Bodies of every ſuch Son; and which, for default ' of ſuch Iſſue, are to remain to the firſt and every other ' Daughter of the Body of the ſaid Harriot ſucceſſively, ' and the Heirs of the Body and Bodies of every ſuch ' Daughter; and which, for default of ſuch Iſſue ought ' to remain or revert to the ſaid Sophia, and her Heirs ' for*

OF FINES.

' for ever; shall after the several Deceases of the said
 ' *Sophia* and *Harriot*, and Failure of Sons and Daugh-
 ' ters of the said *Harriot*, and the Issue Male of such
 ' Sons, and the Issue of such Daughters as aforesaid,
 ' wholly remain to the said *Edmund* and his Heirs for
 ' ever. And moreover, the said *James* and *Sophia* do Warranty,
 ' grant for themselves, and the Heirs of the said *Sophia*,
 ' that they will warrant the aforesaid Reversion of the
 ' Tenements aforesaid, with the Appurtenances, unto
 ' the said *Edmund*, and his Heirs for ever, against them
 ' the said *James* and *Sophia*, and the Heirs of the said
 ' *Sophia* for ever. And for this, &c.

Taken and acknowledged the 4th
 Day of September 1761,
 before George Wilson.

James Plunkett.
 Sophia Plunkett,

Fines

* *Fines Sur Concessit.*

By one Conusor and his Wife to one Conusee, Sur Concessit, for a Term of Years, reserving Rent.

Præcipe.

Essex, 'COMMAND C. H. and E. his Wife, that to wit, 'C justly, &c. they perform to A. R. the Covenant made between them of one Messuage, twenty Acres of Land, and ten Acres of Meadow, with the Appurtenances, in C. And unless, &c.

Concord.
Grant.

Habendum.

' And the Agreement is such, to wit, That the aforesaid C. H. and E. have granted to the aforesaid A. the aforesaid Tenements, with the Appurtenances, To have and to hold the aforesaid Tenements, with the Appurtenances, to him the said A. from the Feast of the Annunciation of the Blessed Virgin Mary last past, until the full end and Term of twenty-one Years, from thence next ensuing and fully to be complete and ended; Yielding and paying therefore yearly to the aforesaid C. and E. and the Heirs of the said C. one Pepper-Corn at the Feast aforesaid, during the Term aforesaid, if it be demanded, and two fat Capons at the Feast of Easter yearly during the Term aforesaid.

Reddendum.

Warranty.
* 230

*' And the aforesaid C. and E. have granted for themselves and the Heirs of the * said C. that they will warrant to the aforesaid A. the Tenements aforesaid, with the Appurtenances, against them the said C. and E. and the Heirs of the said C. during the Term aforesaid. And for this, &c.*

Taken and acknowledged, &c.

OF FINES.

From one Conusor to one Conusee, Sur Concessit, for a Term of Years, reserving Rent, with a Clause of Distress.

Yorkshire, 'COMMAND F. T. that justly, &c. he ^{Præcipe.} to wit, 'C perform to J. H. the Covenant made between them of, &c. (naming the Parcels). And unless, &c.

'And the Agreement is such, to wit, That the afore- Concord.
said F. hath granted to the aforesaid J. the aforesaid Grant.
Tenements, with the Appurtenances, To have and to Habendum.
hold the aforesaid Tenements with the Appurtenances, to the said J. and his Assigns, from the Feast of the Birth of our Lord Christ last past, for and during and until the full End and Term of sixty-one Years, from thence next ensuing and fully to be complete and ended; Yielding and paying therefore yearly during the Term aforesaid, to the said F. and his Heirs, thirty Pounds of lawful Money of Great Britain, to be paid at the Feast of the Nativity of St. John the Baptist, and at the Birth of our Lord Christ, by even and equal Portions: And if it happens * that the said Rent shall Distress.
be in Arrear in Part or in the Whole unpaid after any of the said Feasts, then it shall be lawful for the * 23d
aforesaid F. and his Heirs into the aforesaid Tenements, with the Appurtenances, to enter and distrain, and the Distresses there taken to lead, drive and carry away, and to their own Use to retain, until they shall be fully satisfied and paid the said Rent, and the Arrearages thereof. And moreover the aforesaid F. hath granted for himself and his Heirs, that he will war- Warranty.
rant to the aforesaid J. and his Assigns the aforesaid Tenements, with the Appurtenances, against him the said F. and his Heirs during the whole Term aforesaid. And for this, &c.

Taken and acknowledged, &c.

Q. Whether this Lease will bar the Issue in Tail.
Vide Plowden 455. Brook of Fines, 116, 118.

A Fine

OF FINES.

' A Fine from one Conusor and his Wife to one Conufee, Sur Conceffit, being a Lease for ninety-nine Years sans Waste, at a Pepper-Corn Rent, of Land, Meadow and Pasture.

Præcipe.

* 232

Concord.
Grant.

Hubendum.

Reddendum.

Warranty,
against the
Heirs of the
Husband.

Cambridgeshire, ' **COMMAND** J. H. and E his Wife,
to wit that justly, &c. they perform to T.
' C. the Covenant made between them of twenty Acres
' of Land, * ten Acres of Meadow, and fifteen Acres of
' Pasture, with the Appurtenances, in S. and unless,
&c.

' And the Agreement is such, to wit, That the afore-
' said J. and E. have granted to the aforesaid T. the
' aforesaid Tenements, with the Appurtenances, To
' have and to hold the aforesaid Tenements, with the Ap-
' purtenances, to the aforesaid T. from the Feast of
' the Nativity of St. John the Baptist last past, unto the
' End of the Term of ninety and nine Years from thence
' next ensuing and fully to be complete and ended,
' without Impeachment of any Waste ; Rendering there-
' fore yearly to the aforesaid J. and E. and the Heirs
' of the said J. one Pepper-Corn, at the Feast of the
' Nativity of St. John the Baptist, if demanded. And the
' aforesaid J. and E. do warrant to the aforesaid T.
' the aforesaid Tenements, with the Appurtenances, so
' as is aforesaid, against the said J. and E. and the
' Heirs of the said J. during the whole Term aforesaid.
' And for this, &c.

Taken and acknowledged, &c.

From

OF FINES.

* From one Conusor and his Wife to one Conusee, Sur * 233
Concessit, for ninety-nine Years, reserving Rent,
of Mills, Land, Meadow, Pasture and Tithes,
&c.

Bucks, ' **C**OMMAND *W. W.* and *T.* his Wife, that Præcipe.
to wit, ' justly, &c. they perform to *R. C.* Gent:
' the Covenant made between them of two Mills, one
' Hundred and sixty Acres of Land, sixty Acres of
' Meadow, and fifty Acres of Pasture, with the Ap-
' purtenances, in *A.* otherwise *A. L.* and of all Tithes
' of Grain issuing out of the Tenements aforesaid,
' with the Appurtenances, as also of all the Tithes of
' Wool and Lambs of and from three Hundred Sheep,
' to be fed upon the Lands of the Manor of *A.* other-
' wise *A. L.* And unless, ' &c.

' And the Agreement is such, to wit, That the afore- Concord.
said *W.* and *T.* have granted the Tenements, with the Grant.
' Appurtenances and Tithes aforesaid, to the afore-
said *R.* To have and to hold the Tenements, with *Habendum.*
' the Appurtenances and Tithes aforesaid, to the said
' *R.* from the 25th Day of March last past until the
' End and Term of ninety-nine Years from thence
' next ensuing and fully to be complete and ended ;
' Rendering therefore yearly to the said *W.* and his *Reddendum.*
' Heirs twenty Pounds of lawful Money of Great Bri-
' tain, at the Feasts of *St. Michael* the Archangel and
' the *Annunciation* of the * Blessed Virgin *Mary*, to be * 234
' paid by equal Portions yearly during the Term afore-
said. And the aforesaid *W.* and *T.* and the Heirs of *Warranty.*
' the said *W.* will warrant to the aforesaid *R.* the
' Tenements aforesaid, with the Appurtenances and
' Tithes, (so as is before said) against them the said
' *W.* and *T.* and the Heirs of the said *W.* and against
' all others claiming by the said *W.* during the Term
aforesaid. And for this, &c.

Taken and acknowledged, &c.

By

OF FINES.

By one Conusor to one Conusee, Sur Concessit, of an Advowson to present to the next Vacancy only.

Præcipe.

Kent, 'COMMAND A. B. Esq; that justly, &c. to wit, ' he perform to C. D. Clerk, the Covenant made between them of the Advowson of the Church of E. And unless, &c.

Concessit.

' And the Agreement is such, to wit, That the aforesaid A. B. has granted to the aforesaid C. D. the aforesaid Advowson, To have and to hold the said Advowson to the aforesaid C. D. to present to the said Church, when it shall be next vacant, for one and the next Vacancy only. And the aforesaid A. B. and his Heirs will warrant to the aforesaid C. D. the aforesaid Advowson (so as before said) against the said A. B. and his Heirs. And for this, &c.

Warranty.

Taken and acknowledged, &c.

* 235

** By one Conusor and his Wife to one Conusee, Sur Concessit, for Life of the Wife, Rendering Rent.*

Præcipe.

Herefordshire, 'COMMAND A. B. and C. his Wife, to wit. ' that justly, &c. they perform to ' D. E. the Covenant made between them of one ' Messuage and thirty Acres of Land, with the Appurtenances, in F. And unless, &c.

Concessit.

' And the Agreement is such, to wit, That the aforesaid A. and C. have granted to the aforesaid D. the aforesaid Tenements, with the Appurtenances, To have and to hold the said Tenements, with the Appurtenances, to the aforesaid D. from the Feast of St. Michael the Archangel last past during the Life of the said C. Rendering therefore yearly to the aforesaid A. and C. thirty Pounds of lawful Money of Great Britain

Habendum.

Render of Rent.

OF FINES.

' Britain, to be paid at the Feasts of the Nativity of
 ' our Lord Christ, the Annunciation of the Blessed
 ' Virgin Mary, the Nativity of St. John the Baptist,
 ' and St. Michael the Archangel, by equal Portions
 ' yearly, during the Life of the said C. And the afore- Warranty.
 ' said A. and C. will warrant to the aforefaid D. the
 ' aforefaid Tenements, with the Appurtenances, (so as
 ' before said) against the aforefaid A. and C. during
 ' the Life of the said C. And for this, &c.

Taken and acknowledged, &c.

* By one Conusor to two Conusees, Sur Concessit, * 236
 for eighty Years, if the Conusor's Wife shall so
 long live, at a Pepper-Corn Rent.

AND the Agreement is such, to wit, That the Concord.
 aforefaid A. hath granted to the aforefaid C. Concessit.
 ' and E. the aforefaid Park and Tenements, with the
 ' Appurtenances and Tithes (except as before excepted),
 ' To have and to hold the aforefaid Park, and Tene- Habendum.
 ' ments, with the Appurtenances, to the aforefaid C.
 ' and E. from the Feast of St. Michael the Archangel
 ' last past, until the End of the Term of eighty Years
 ' from thence next ensuing and fully to be complete
 ' and ended, if F. G. Wife of the aforefaid A. shall
 ' so long live; Rendering therefore yearly to the said Render of
 ' A. and his Heirs one Pepper-Corn, at the Feast afore- Rent.
 ' said on Demand, during the whole Term aforefaid,
 ' if the said F. G. shall so long live. And the afore- Warranty.
 ' said A. and his Heirs will warrant to the aforefaid
 ' C. and E. the aforefaid Park, Tenements and Tithes,
 ' (so as aforefaid) against the said A. and his Heirs
 ' during the whole Term aforefaid, if the said F. shall
 ' so long live. And for this, &c.

Taken and acknowledged, &c.

M

B)

OF FINES.

* 237

* *By one Conusor and his Wife to two Conusees, Sur Concessit, for Life of the Wife, reciting the Estate of the Wife to be for Life.*

Præcipe.

Northamptonshire, ' COMMAND A. B. and C. his to wit, ' Wife, that justly, &c. they perform to D. E. and F. G. the Covenant made between ' them of (naming the Parcels) with the Appurtenances, ' in H. And unless, &c.

Concord.
Recital.

*' And the Agreement is such, to wit, That whereas the aforesaid A. and C. have and hold to them for ' Term of the Life of the said C. the aforesaid Manors, ' Tenements, and Liberty, with the Appurtenances, ' the Reversion thereof after the Death of the said C. ' belonging to J. K. Esq; and his Heirs, the said A. ' and C. have granted to the aforesaid D. and F. and ' the Heirs of the said D. the aforesaid Manors, Tenements and Liberty, with the Appurtenances, and ' all and whatsoever the said A. and C. have in the ' aforesaid Manors, Tenements and Liberty with the ' Appurtenances, for the Term of the Life of the said ' C. to the aforesaid D. and F. and the Heirs of the ' said D. during the Life of the said C. And the aforesaid A. and C. will warrant to the aforesaid D. and ' F. and the Heirs of the said D. the aforesaid Manors, ' Tenements and Liberty, with the Appurtenances, ' (so * as before said) against the said A. and C. during ' the Life of the said C. And for this, &c.*

Warranty.

* 238

Taken and acknowledged, &c.

By

OF FINES.

*By one Conusor and his Wife to two Conusees, Sur
Concessit, for a Term of Years, rendering Rent,
to commence after the Deaths of two Men and their
Wives.*

*Lincolnshire, ' COMMAND A. B. and C. his Wife, Præcipe.
to wit, ' that justly, &c. they perform to D.
' E. and F. G. the Covenant made between them of two
' Messuages, thirty Acres of Land, ten Acres of Mea-
' dow, and fifteen Acres of Pasture, with the Appur-
' tenances, in H. And unless, ' &c.*

*' And the Agreement is such, to wit, That the afore- Concord.
' said A. and C. have granted to the aforesaid D. and Concessit.
' F. the aforesaid Tenements, with the Appurtenances,
' To have and to hold the said Tenements, with the
' Appurtenances, to the said D. and F. for the Term
' of forty Years after the Deaths of J. K. and L. his
' Wife, and M. N. and O. his Wife, next ensuing and
' fully to be complete and ended; Rendering therefore Render of
' yearly to the said A. and his Heirs twenty Pounds of Rent.
' lawful Money of Great Britain, at the Feasts of the
' Nativity of St. John the Baptist, St. Michael the Arch-
' angel, the Birth * of our Lord Christ, and the Annun- * 239
' ciation of the Blessed Virgin Mary, by equal Portions,
' to be paid yearly during the Term aforesaid. And Warranty.
' the aforesaid A. and C. and the Heirs of the said A.
' will warrant to the aforesaid D. and F. the aforesaid
' Tenements, with the Appurtenances, (so as aforesaid)
' against all Men during the Term aforesaid. And for
' this, ' &c.*

Taken and acknowledged, &c.

OF FINES.

*By one Conusor and his Wife to one Conusee, Sur-
Concessit, for five Hundred Years sans Waste,
at a Pepper-Corn Rent, of Messuages, Land,
Pasture, and Common of Pasture.*

Præcipe.

*Leicestershire, 'COMMAND A. B. and C. his Wife,
to wit, 'C that justly, &c. they perform to
' D. E. the Covenant made between them of two
' Messuages, twenty Acres of Land, eighteen Acres of
' Pasture, and Common of Pasture for all Cattle, with
' the Appurtenances, in F. And unless, &c.*

Concord.
Concessit.

Habendum.
* 240

Render of
Rent.

Warranty.

*' And the Agreement is such to wit, That the aforefaid
' A. and C. have granted to the aforefaid D. the afore-
' said Tenements and Common of Pasture, with the
' Appurtenances, To have and to hold the aforefaid
' Tenements and Common of Pasture, with * the
' Appurtenances, to the aforefaid D. from the Feast of
' the Nativity of our Lord Christ last past, until the full
' End and Term of five Hundred Years from thence
' next ensuing and fully to be complete and ended,
' without Impeachment of Waste; Rendering therefore
' yearly to the aforefaid A. and C. and the Heirs of the
' said A. one Pepper-Corn, at the Feast of St. Michael
' the Archangel, yearly, during the said Term, if de-
' manded. And the aforefaid A. and C. and the Heirs
' of the said A. will warrant to the aforefaid D. the
' aforefaid Tenements and Common of Pasture, with
' the Appurtenances; (so as aforefaid) against the said
' A. and C. and the Heirs of the said A. during the
' Term aforefaid. And for this, &c.*

Taken and acknowledged, &c.

By

OF FINES,

* *By four Conufors and their Wives to four Conufees, Sur
Conceffit, for one Thoufand Years, at a Pepper-
Corn Rent, of a Manor, Meffuages, Tofts, Cot-
tages, Wind-mills, Barns, Stables, Gardens, Or-
chards, Land, Pature, Wood, Furze and Heath,
free Warren, free Fishery, View of Frankpledge,
Rectory, Tithes, Oblations and Obventions.*

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Yorkshire, ' **C**OMMAND A. B. and C. his Wife, D. *Præcipe.*
to wit. E. and F. his Wife, G. H. and J. his
Wife, K. L. and M. his Wife, that juftly, &c. they
perform to N. O. P. Q. R. S. and T. V. the Cove-
nant made between them of the Manor of W.
with the Appurtenances, and of thirty Meffuages,
fifteen Tofts, twenty Cottages, two Wind-mills, ten
Barns, ten Stables, fifteen Gardens, fifteen Orchards,
one Thoufand Acres of Land, three Hundred Acres
of Pature, one Hundred Acres of Wood, thirty Acres
of Furze and Heath, free Warren, free Fishery, and
View of Frankpledge, with the Appurtenances,
and alfo of the Rectory of the Church of J. with the
Appurtenances, and alfo of all and all Manner of
Tithes, Oblations and Obventions whatfoever com-
ing, growing or renewing, in L. R. and O. And un-
lefs, &c.

* *And the Agreement is fuch, to wit, That the afore-
faid A. and C. D. and F. G. and J. and K. and M.
have granted to the aforefaid N. P. R. and T. the
aforefaid Manor, Tenements, free Warren, free
Fishery, View of Frankpledge and Rectory, with
the Appurtenances, and the Tithes, Oblations and
Obventions aforefaid; To have and to hold the afore-
faid Manor, Tenements, free Warren, free Fishery,
View of Frankpledge and Rectory, with the Appur-
tenances, and the Tithes, Oblations and Obventions
aforefaid, to the faid N. P. R. and T. from the Feaft
of St. Michael the Archangel laft paft, for and during
' and*

* 242
Concord.

Habendum.

OF FINES.

Render of
Rent.

1. Warranty
by first Conu-
sor and his
Wife.

2. Warranty
by second
Conusor and
his Wife.

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3. Warranty
by two last
Conusors and
their Wives
jointly.

‘ and until the full End and Term of one Thousand
‘ Years from thence next ensuing, and fully to be com-
‘ plete and ended; *Rendering* therefore yearly to the
‘ aforefaid *A. and C. D. and E. G. and Y. and K.*
‘ and *M.* and their Heirs, one Pepper-Corn at the Feast
‘ aforefaid, yearly, during the Term aforefaid, if de-
‘ manded. *And* the aforefaid *A. and C.* and the Heirs
‘ of the faid *C.* will warrant to the aforefaid *N. P. R.*
‘ and *T.* the aforefaid Manor, Tenements, free War-
‘ ren, free Fishery, View of Frankpledge and Rectory,
‘ with the Appurtenances, and the Tithes, Oblations
‘ and Obventions aforefaid, fo as aforefaid, againft all
‘ Men, during the Term aforefaid. *And* the aforefaid
‘ *D. and F.* and the Heirs of the faid *F.* will warrant
‘ to the aforefaid *N. P. R.* and *T.* the aforefaid Manor,
‘ Tenements, free Warren, free Fishery, View of
‘ Frankpledge and Rectory, with the Appurtenances,
‘ and the Tithes, Oblations and * Obventions afore-
‘ faid, fo as aforefaid, againft all Men during the Term
‘ aforefaid. *And* the aforefaid *G. and Y. and K. and*
‘ *M.* will warrant to the aforefaid *N. P. R.* and *T.*
‘ the aforefaid Manor, Tenements, free Warren, free
‘ Fishery, View of Frankpledge and Rectory, with the
‘ Appurtenances, and the Tithes, Oblations and Ob-
‘ ventions aforefaid, fo as aforefaid, againft all Men,
‘ during the Term aforefaid. *And* for this, &c.

Taken and acknowledged, &c.

*By one Conusor and his Wife to two Conusees, Sur
Concessit, for their Lives successively, of a Moiety
of Messuages, Tofts, Gardens and Orchards.*

Præcipe.

*Shropshire, ‘COMMAND A. B. and C. his Wife that
‘ to wit, ‘ justly, &c. they perform to D. E. and
‘ F. G. the Covenant made between them of the Moiety
‘ of twenty Messuages, eight Tofts, ten Gardens, and
‘ ten Orchards, with the Appurtenances, in the Town
‘ of Shrewsbury. And unless, &c.*

‘ *And*

OF FINES.

And the Agreement is such, to wit, That the afore-
 said A. and C. have granted to the aforefaid D. and F. Concord.
 the aforefaid Moiety; To have and to hold the afore- Conceffit.
 faid Moiety, to the aforefaid D. and F. and to each Habendum,
 of them fuccellively, from the Feaft of the * Annunci- * 244
 ation of the Blessed Virgin Mary laft paft to the full
 End and Term of the Lives of the faid D. and F. and
 the Life of the longeft Liver of them, without Im-
 peachment of Waſte; Rendering therefore yearly by Render of
 the faid D. and F. and the longeft Liver of them, to Rent.
 the faid A. and C. and the Heirs of the faid C. one
 Pepper-Corn, at the Feaft aforefaid, yearly, during
 the Lives of the faid D. and F. and the Life of the
 longeft Liver of them, if demanded. And the afore- Warranty.
 faid A. and C. and the Heirs of the faid C. will war-
 rant to the aforefaid D. and F. the aforefaid Moiety,
 fo as aforefaid, againſt the faid A. and C. and the
 Heirs of the faid C. during the Lives of the faid D.
 and F. and the Life of the longeft Liver of them. And
 for this, &c.

Taken and acknowledged, &c.

*By four Conuſors, and the Wife of one of them, Sur
 Conceffit, to one Conuſee of all they have in the
 Lands for the Term of the Lives of two of the Conu-
 ſors, and the Life of the longer Liver of them, and
 of all other Eſtate, Term, and Intereſt that all or
 any of the Conuſors have in the Lands.*

Hertfordſhire, * **COMMAND** William Calvert, Eſq; Præcipe.
 to wit, * 245
 Susanna Calvert, Spinſter, John Mar-
 tin Leake, Eſq; and Mary his Wife, and Honor Cal-
 vert, Spinſter, * that juſtly and without Delay they
 perform to Mary Gordon, Widow, the Covenant
 made between them, of ten Acres of Land, thirty
 Acres of Meadow, and ten Acres of Paſture, with
 the Appurtenances in Much Hadham. And unleſs,
 &c.

And

And

OF FINES.

Concord.

Grant.

Habendum.

Warranty.

* 246

‘ *And the Agreement* is such, to wit, that is to say,
 ‘ That the said *William, Susanna, John Martin,* and
 ‘ *Mary Leake,* and *Honor,* have granted to the said
 ‘ *Mary Gordon,* the Acres afore said, with the Appur-
 ‘ tenances, and all and whatsoever they the said *Wil-*
 ‘ *liam, Susanna, John Martin,* and *Mary Leake,* and
 ‘ *Honor* have in the same, for the Term of the Lives of
 ‘ the said *Susanna Calvert,* and *Mary Leake,* and the
 ‘ Life of the longer Liver of them, and for and during
 ‘ all such other Estate, Term, and Interest as they the
 ‘ said *William, Susanna, John Martin, Mary Leake,*
 ‘ and *Honor,* or any of them have or hath in or to the
 ‘ same Premises or any Part thereof. *To have and to*
 ‘ *hold,* the said Acres with the Appurtenances to the
 ‘ said *Mary Gordon,* and her Heirs, during the whole
 ‘ natural Lives of them the said *Susanna Calvert* and
 ‘ *Mary Leake,* and the Life of the longer Liver of
 ‘ them, and for and during all such Estate, Term and
 ‘ Interest as afore said. *And* the said *William, Susanna,*
 ‘ *John Martin,* and *Mary Leake,* and *Honor,* do war-
 ‘ rant to the said *Mary Gordon,* and her Heirs the Acres
 ‘ afore said, with the Appurtenances, as afore said,
 ‘ against them the said *William, Susanna, John Martin,*
 ‘ and *Mary * Leake,* and *Honor,* during the whole na-
 ‘ tural Lives of them the said *Susanna Calvert,* and
 ‘ *Mary Leake,* and the Life of the longer Liver of
 ‘ them; and for and during all such other Estate,
 ‘ Term and Interest as afore said. *And for this, &c.*

Taken and acknowledged by the said
Wm. Calvert, Susanna Cal-
vert, John Martin Leake,
and Mary his Wife, and Honor
Calvert, this 24th Day of
October, in the Year of our
Lord, 1768, before me

Wm. Calvert
 Susan. Calvert.
 John Martin Leake.
 Mary Leake.
 Honor Calvert.

George Wilson.

A Fine.

OF FINES.

A Fine Sur Concessit, whereby the Husband and Wife grant the Lands, and all they have therein, and they render the same in Court to the Conussee during the Lives of the Conusors, &c.

Kent, 'COMMAND William Kingsford, Esq; and Præcipe.
to wit, 'Jane his Wife, that justly, &c. they per-
'form to Christopher Hull, Gentleman, the Covenant
'made between them of four Messuages, one Dove-
'house, six Barns, five Stables, seven Gardens, eight
'Orchards, 250 Acres of Land, 40 Acres of Meadow,
'40 Acres of Pasture, and ten Acres of Wood, with
'the Appurtenances, * in Chartham, Graveny, and * 247
'Haristham. And unless,' &c.

'And the Agreement is such, to wit, That the afore- Concord.
'said William and Jane have granted to the aforesaid
'Christopher, the aforesaid Tenements with the Appur-
'tenances, and all and whatsoever the said William and
'Jane have in the said Tenements with the Appurte-
'nances. And those they have rendered to him in the
'same Court. To have and to hold to the said Christo-
'pher and his Heirs, during the Lives of the said Wil-
'liam and Jane, and the Life of the longer Liver of
'them. And the said William and Jane do warrant to
'the aforesaid Christopher, and his Heirs, the aforesaid
'Tenements, with the Appurtenances, (as aforesaid)
'against them the said William and Jane, and the Heirs
'of the said William during the Lives of the said Wil-
'liam and Jane, and the Life of the longer Liver of
'them. And for this,' &c.

*Taken and acknowledged the 13th
Day of August, in the Year of
our Lord, 1772, before*

George Wilfon.

Wm. Kingsford.
Jane Kingsford.

Fine

OF FINES.

* 248 * Fine Sur Conufance de Droit, with Release.

From one Conufor to one Conufee, of a Rectory.

Præcipe. *Suffex, ' COMMAND A. B. that juſtly, &c. he per-*
to wit, ' form to C. D. the Covenant made between
' them of the Rectory of E. with the Appurtenances.
' And unleſs, ' &c.

Concord. *' And the Agreement is ſuch, to wit, That the afore-*
' ſaid A. has acknowledged the aforeſaid Rectory, with
' the Appurtenances, to be the Right of him the ſaid
' C. And the ſame he hath remiſed and quit-claimed
' from himſelf and his Heirs to the aforeſaid C. and
 Warranty. *' his Aſſigns during the Life of the ſaid C. And more-*
' over the ſaid A. has granted for himſelf and his Heirs,
' that he will warrant to the aforeſaid C. the aforeſaid
' Rectory, with the Appurtenances, againſt the ſaid A.
' and his Heirs, during the Life of the ſaid C. And
' for this, ' &c.

Taken and acknowledged, &c.

OF FINES.

* Fines Sur Conuſance de Droit & * 249 Conceſſit.

*From one Conuſor and his Wife to one Conuſee, paſſing
a Remainder in Fee to the Conuſee.*

*Cumberland, ' COMMAND A. B. Gent. and C. his Præcipe.
to wit, ' Wife, that juſtly, &c. they perform
' to D. E. Gent. the Covenant made between them of
' one Meſſuage, two Cottages, eighty Acres of Land,
' twenty Acres of Meadow, and thirty Acres of Paſture
' five Acres of Wood, and Common of Paſture, with
' the Appurtenances, in F. And unleſs, ' &c.*

*' And the Agreement is ſuch, to wit, That the afore- Concord.
' ſaid A. and C. have acknowledged the aforeſaid Tene-
' ments and Common of Paſture, with the Appur-
' tenances, to be the Right of the ſaid D. And they
' have granted for themſelves and the Heirs of the ſaid
' A. that the aforeſaid Tenements and Common of
' Paſture, with the Appurtenances, which G. B.
' Widow, holds for the Term of the Life of her the
' ſaid G. of the Inheritance of the ſaid A. upon the
' Day on which this Agreement was made, and which
' after the Death of the ſaid G. ought to revert to the
' ſaid A. and his Heirs after the Death of the ſaid G.
' ſhall entirely remain to the ſaid D. * and his Heirs; * 250
' To hold of the Chief Lords of the Fee for ever, by
' the Services which belong to the aforeſaid Tenements
' and Common of Paſture, with the Appurtenances.
' And the aforeſaid A. and C. and the Heirs of the ſaid Warranty.
' A. will warrant to the aforeſaid D. and his Heirs the
' aforeſaid Tenements and Common of Paſture, with
' the Appurtenances, ſo as is before ſaid, againſt the
' ſaid*

OF FINES.

‘ said *A.* and *C.* and the Heirs of the said *A.* for ever.
 ‘ And for this,’ &c.

Taken and acknowledged, &c.

*From one Conusor and his Wife, Tenant in Dower, to
 one Conusee, Tenant in Reversion.*

Præcipe.

Cornwall, ‘ **C**OMMAND *A. B.* and *C.* his Wife,
 to wit, ‘ that justly, &c. they perform to *D. E.*
 ‘ the Covenant made between them of one Messuage,
 ‘ and forty Acres of Land, with the Appurtenances,
 ‘ in *F.* And unless,’ &c.

Concord.

‘ And the Agreement is such, to wit, That the said *A.*
 ‘ and *C.* have acknowledged the aforesaid Tenements,
 ‘ with the Appurtenances, to be the Right of the said
 ‘ *D.* And have granted that the aforesaid Tenements,
 ‘ with the Appurtenances, which the said *A.* and *C.*
 ‘ upon the Day on which this Agreement is made, hold
 ‘ for the Term of the Life of the said *C.* by the En-
 ‘ dowment * of *G. E.* her late Husband, deceased,
 ‘ Father of the said *D. E.* and which after the Death
 ‘ of the said *C.* ought to revert to the said *D.* and his
 ‘ Heirs, shall entirely remain to the said *D.* and his
 ‘ Heirs during the Life of the said *C.* To hold of the
 ‘ Chief Lords of the Fee for ever, by the Services
 ‘ which belong to the aforesaid Tenements. And the
 ‘ aforesaid *A.* and *C.* and the Heirs of the said *A.* will
 ‘ warrant to the said *D.* the aforesaid Tenements, with
 ‘ the Appurtenances, so as is before said, against the
 ‘ said *A.* and *C.* and the Heirs of the said *A.* during the
 ‘ Life of the said *C.* and for this,’ &c.

Warranty.

Taken and acknowledged, &c.

From

OF FINES.

*From one Conusor, Tenant by the Curtesy, to one
Conusee being Tenant in Reversion.*

Devon, ' **COMMAND** A. B. that justly, &c. he Præcipe.
to wit, ' C perform to C. D. the Covenant made be-
' tween them of one Messuage, one Hundred Acres of
' Land, thirty Acres of Meadow, and one Hundred
' and fifty Acres of Pasture, with the Appurtenances,
' in E. And unless,' &c.

' *And the Agreement* is such, to wit, That the afore- Concord.
' said A. has *acknowledged* the aforesaid Tenements,
' with the Appurtenances, to be the Right of the said
' C. *And has granted* that the aforesaid Tenements,
' with * the Appurtenances, which the said A. upon * 252
' the Day on which this Agreement is made, holds by
' the Curtesy of *England* for the Term of the Life of
' him the said A. of the Inheritance of F. late Wife of
' the said A. and which after the Death of the said A.
' ought to revert to the said C. (as Cousin and Heir of
' the said F). and his Heirs, shall entirely remain to the
' said C. and his Heirs during the Life of the said A.
' *And* the said A. and his Heirs will warrant to the said Warranty.
' C. the aforesaid Tenements, with the Appurtenances,
' so as is before said, against the said A. and his Heirs
' during the Life of the said A. And for this,' &c.

Taken and acknowledged, &c.

*Hilary Term, in the Fourteenth Year of the
Reign of King George the Third.*

In the Common Pleas.

FOR the more effectual and certain Proof of the
due Acknowledgment of Warrants of Attorney,
taken from the Tenants or Vouchees in Common
Recoveries,

OF FINES.

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Recoveries, by Virtue of any Writ of *Dedimus Potestatem*, It is Ordered by the Court, That from and after the First Day of *Michaelmas* Term next, no Common Recovery, wherein the Tenant or Tenants, Vouchee or Vouchees, or any of them, shall appear and defend by Attorney, shall be arraigned at the Bar, unless an * Affidavit or Affidavits in Writing on Parchment shall be made and annexed to a Copy of the *Præcipe* and Warrant or Warrants of Attorney, acknowledged by such Tenant or Tenants, Vouchee or Vouchees, by Virtue of any Writ or Writs of *Dedimus Potestatem*; in which Affidavit or Affidavits the Person or Persons making the same shall swear, That he or they knew the Party or Parties acknowledging such Warrant or Warrants of Attorney; that the same was or were duly signed and acknowledged, upon the Day and Year or several Days and Years mentioned in the Caption or several Captions thereof; that the Party or Parties acknowledging, and also the Commissioners taking the same, were all of full Age and competent Understanding; that the Females Covert (if any) were solely and separately examined apart from their Husbands, and freely and voluntarily consented to and acknowledged the same; that all the said Parties knew the same Warrant or Warrants of Attorney was or were intended for suffering a Common Recovery to pass his, her, or their Estate or Estates. And further, that the Rasure or Razures, Interlineation or Interlineations, (if any) in the Body or Caption of such Original Warrant or Warrants of Attorney was or were made before the said Parties or any of them signed the said Warrant or Warrants, and before the Commissioners signed the said Caption or Captions, which Affidavit or Affidavits (together with the said * Copy of the *Præcipe* and Warrant or Warrants of Attorney whereunto the same shall be annexed) shall be filed in the Office of Inrollment of Writs for Fines and Recoveries. And it is Ordered, That all and every such Affidavit or Affidavits, as aforesaid, shall be made by some Attorney or Attornies, of the Courts of *Westminster-Hall*, or of the Great Sessions in *Wales*, or of the Counties Palatine of *Chester*, *Lancaster* or *Durham*, and shall be sworn

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OF FINES.

sworn before a Person duly authorized to take Affidavits in this Court, Except where the Party or Parties respectively, at the Time of their acknowledging such Warrant or Warrants of Attorney, shall be in that Part of *Great Britain* called *Scotland*, or in *Ireland*, or in some other Parts beyond the Seas: And in case the said Party or Parties shall be in *Scotland*, then the said Affidavit or Affidavits shall be made by one of the Clerks of his Majesty's Signet, and sworn before one of the Judges or other Person duly authorized to take Affidavits or Depositions in the Court of Session or Court of Exchequer in that Part of the United Kingdom: But if the said Party or Parties shall be in *Ireland*, or in any other Parts beyond the Seas, then the said Affidavit or Affidavits shall be made by one of the Commissioners who hath taken the Acknowledgment of such Warrant or Warrants of Attorney, and shall be sworn either before some Person duly authorized to take Affidavits in this Court, or before some Magistrate * of the Place where such Acknowledgment shall be taken, having Authority to administer an Oath, and in the Presence of a public Notary, which Notary shall also certify in Writing under his Hand and Seal, as well the due Administering of the said Oath, as also the Name, Signature, and Office of the Magistrate administering the same.

* 255

By the Court.

The Form of the Affidavit.

In the Common Pleas.

A. B. of *in the County of*
Gentleman, one of the Attornies of his Majesty's Court of
and one of the Commissioners named in the
Writ of Dedimus Potestatem, for receiving the Attorney
or Attornies of C. D. and E. his Wife (&c.) maketh Oath,
and

OF FINES.

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n
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A
v

* 256

and saith, That he knows the said C. D. and E. his Wife (Ec.) and that they, and each (or every) of them, did duly sign and acknowledge, in the Presence of this Deponent, and of F. G. another Commissioner named in the said Writ, the Warrant (or Warrants) of Attorney, a Copy whereof is hereunto annexed, on the Day and Year (or several Days and Years) mentioned in the Caption (or several Captions) thereof. And that the said C. D. and E. his Wife (Ec.) and also this Deponent, and the said F. G. were, at the Time of acknowledging and taking * the said Warrant (or Warrants) of Attorney, all of full Age and competent Understanding, And that the said E. was solely and separately examined apart from her said Husband, and freely and voluntarily consented to and acknowledged her Warrant of Attorney aforesaid. And that the said C. D. and E. his Wife (Ec.) respectively knew that the said Warrant (or Warrants) of Attorney was (or were) intended for the suffering of a Common Recovery to pass his, her, or their

To be added
in Part or in
the Whole,
if any Razure,
&c. in the
Warrant or
Caption, as
the Case may
require.

Estate or Estates. ' And this Deponent further saith, That the Razure (or Razures) Interlineation (or Interlineations) appearing in the said Original Warrant (or Warrants) of Attorney, was (or were) made before any of the Parties signed the said Warrant (or Warrants); and the Razure (or Razures) Interlineation (or Interlineations) appearing in the said Original Caption (or Captions) was (or were) made before the said Commissioners signed the same.'

Or thus, if the Affidavit is not made by a Commissioner.

In the Common Pleas.

* 257

A. B. of in the County of Gen-
tleman, one of the Attornies of his Majesty's Court of
maketh Oath, and saith, That he knows C.
D. and E. his Wife, (Ec.) and that they, and each (or
every) of them, did duly sign and acknowledge, in the Pre-
sence of this Deponent, the Warrant (or Warrants) * of
Attorney, a Copy whereof is hereunto annexed, on the Day
and Year (or several Days and Years) mentioned in the
Caption (or several Captions) thereof; and that they the
said

OF FINES.

said C. D. and E. his Wife (&c.) and F. G. and J. K. Gentlemen, the Commissioners taking the said Acknowledgment (or Acknowledgments) were, at the Time of acknowledging and taking the said Warrant (or Warrants) of Attorney, all of full Age, &c. as in the former Affidavit.

N,

OF

OF FINES

And C. D. Smith, Esq. (Att.) and J. C. Smith, Esq. (Att.)
In testimony whereof, the County Court, at its Court of Session,
has caused this order to be signed and sealed, and attested by its
Clerk, this 1st day of July, 1881, at the County Court House,
in the County of [] State of []

DO

W

R E C O V E R I E S.

A RECOVERY, *recuperatio*, cometh of the Verb, *For the Rise,* *recuperare*, i. e. *ad rem per injuriam extortam five Nature and* *detentam, per sententiam judicis restitui.* And *recuperatio*, History of
in the Common Law, is all one with *evictio* in the Civil Common Re-
Law, which is *alicujus rei in causam alterius abducta per* coveries, see
judicem acquisitio. 1 Inst. 154. a. 1 Bur. 115.

A Recovery here treated of, usually called a Com-
mon Recovery, is a mere *factio juris*, or a certain Form
or Course set down by the Law to be observed for the
better Assuring of Lands and Tenements; and is gene-
rally used for the barring Estates-tail, and Remainders
and Reversions expectant on Estates-tail. *Sh. Touch.* 37.

An Estate in Fee-tail, *feodum talliatum*, i. e. *hereditas*
in quendam certitudinem limitata, the Donor limiting
what Issue shall inherit by Force of the Gift, and how
long the Inheritance shall endure, was created by the
Statute of *Westm. 2. c. 1. (13 E. 1.)* For before that
Statute all Estates were Fee-simple * absolute or condi-
tional; and what we now call a *Fee Tail* was, at Com-
mon Law, known by the Name of a *Fee Conditional*;—
so called from the Condition expressed or implied in
the Gift or Constitution of the *Fee*,—that in case the
Donee died without such particular Heirs, the Land or
Fee should revert to the Donor. But notwithstanding
such Limitation or Restriction was agreeable to the
Nature of *Feuds*, and the Condition itself no other
than, whether expressed or not, was implied in every
such Gift, yet our Ancestors were, after Heir or Issue
had, suffered at Common Law to alien such *Fee*, and
to defeat the Donor as well as the Heir; upon a Sup-
position that the Condition was for this Purpose satis-
fied or performed by the Donee's having Issue. This

OF RECOVERIES.

Notion and the consequent Practice, being manifestly contrary to the Form and Intent of the Gift, was therefore reformed by the Statute of *Westm. 2. c. 1.* commonly called the Statute *De Donis*; which required that from thenceforth the Will, and the Intent of the Donor should be observed, and that a *Fee* so given should in all Events go to the Issue, and for want of Issue revert to the Donor. So that though *Littleton* says that a *Fee Tail* is by Force of this Statute, for that before all Inheritances were *Fee-Simple*, absolute or conditional; yet it is certain that this Statute did not create any new *Fee*, *aut Re aut Nomine*, but that it only severed, and distinguished the Limitation from the *Condition*, and restored the Effect of each; that is to * say, the Effect of the *Limitation* to the Issue, and the *Reversion* as the proper Effect of the *Condition* to the Donor, according to the plain Import and manifest Intent of the Gift. And yet, as by means of this Statute, the *Limitation* was raised above the *Condition*, the *Fee* might thenceforth be denominated from the *Limitation*, which, as now established, was become the Substance, as it was in Truth before, the immediate End of the Gift. *Wright's Tenures* 186, 187, &c.

But Time and Experience shewed the many and great Inconveniencies which attended these fettered Inheritances, for the Land being limited and tied so sure to the Heir that his Father could not put it from him, it made the Son disobedient, negligent and wasteful, often marrying without the Father's Consent, and to grow insolent in Vice, knowing that there could be no Check of disinheriting him. It also made the Owners of Land less fearful to commit Murders, Felonies, Treasons and Manslaughters, for that they knew none of these Acts could deprive the Heir of his Inheritance. It hindered Men who had intailed Lands from making the best of their Lands by Fine and Improvement; for no one upon so incertain an Estate as for Term of Life, would give a Fine of any Value, or lay out any great Stock upon the Land.

Lastly, These Intails did defraud the Crown and many Subjects of their Debts; for the Land was not liable any longer than during the Life of the Tenant in Tail; so that the King could not safely commit any Office of Account to such whose Lands were entailed,

* nor other Men trust them with Loan of Money.

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The great Men of the Kingdom being always fond of this Act, as it tended to preserve their Estates in their Families, there was little likelihood of ever getting it repealed by the Legislature, though indeed several of the Inconveniencies attending it have been remedied by subsequent Statutes; and therefore, when Intails fell out to be so inconvenient, COMMON RECOVERIES were first invented; for Men made no Conscience to cut off the Intail, if they could find law for it. And now by Use these Recoveries are become common Assurances against Intails, Remainders and Reversions, and are the greatest Security Purchasers have for their Money; for a Fine will bar the Heir in Tail, and not the Remainder or Reversion, but a Common Recovery will bar them ALL.

The Nature of a Common Recovery is the same in many Things with a Real Recovery on a Title; there must be a Demandant and Tenant, (the same as Plaintiff and Defendant in a Personal Action) and a Vouchee; the Defendant demands the Land against the Tenant as though he had good Right thereto; the Tenant calls upon the Common Vouchee of the Court; (upon a Supposition that he bought the Land of a Common Vouchee, who had warranted unto him) the Common Vouchee appears, and takes upon him to defend the Title; then a Day is given by the Court to Imparl, on which Day the Common Vouchee does not appear, but makes Default, whereupon the Demandant hath Judgment * to recover against the Tenant in Tail, and he over against the Common Vouchee, to recover in value so much of his Land, when in Truth he hath none. By this Device, grounded upon the strict Principles of Law, (as my Lord Bacon says) the first Tenant loseth the Land, and hath nothing for it; but it is by his own Agreement, for Assurance to him that bought it.

And in like Manner it is, if the Recovery be with double or treble Voucher. If with double Voucher, the Tenant calls upon the first Vouchee to Warranty, and he upon the Common Vouchee. If with treble Voucher, the first Vouchee, after he is vouched to Warranty by the Tenant, calls the second Vouchee to Warranty, and he vouches the common Vouchee. In these

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these Cases, after default made by the Common Vouchee, Judgment is given for the Demandant against the Tenant; for the Tenant against the first Vouchee; for the first Vouchee against the Common Vouchee, unless it be with treble Vouchers, and then against the second Vouchee, for whom Judgment is thereupon given against the Common Vouchee.

The use and operation of a recovery with a single Voucher.

The Use of a Common Recovery with a single Voucher (that is to say when the Tenant in Tail in Possession is Tenant to the *Præcipe*, and voucheth to Warranty the Common Vouchee) is to bar the Tenant in Tail, and his Heirs, only of such Estate Tail which is in his Possession (not where he is put to a Right) with the Remainder dependent thereon, and the Reversion expectant which others have, and of all Leases and Incumbrances * derived out of such Remainder in Reversion. See 2 *Roll. Abr.* 394, 395.

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Or the like with a double Voucher.

A Common Recovery with double Voucher is to bar the first Vouchee and his Heirs of every such Estate as AT ANY TIME WAS IN HIM or any of his Ancestors, whose Heir he is, of such Estate; and all others of such Right to Remainder or Reversion as was at any Time dependent or expectant upon the same; and of all Leases and Incumbrances derived out of them; and it will also be a bar of such Estate whereof the Tenant to the *Præcipe* was then seised, in Reversion or Remainder, expectant or dependent upon the same. 3 *Rep.* 5. 10 *Rep.* 37. 2 *Roll. Abr.* 204. *Skin.* 63.

The like with a treble Voucher.

The Recovery with treble Vouchers is used to make A PERPETUAL BAR of the Estate whereof the Tenant to the *Præcipe* WAS SEISED, and of every such Estate of Inheritance as at any Time had been in the First or Second Vouchee, or their Ancestors whose Heirs they are; and as well of every Reversion thereon depending, as also of all Leases, Estates, Charges, and Incumbrances derived out of any Reversion or Remainder.

Tenant in Tail covenants to stand seised to Use of himself for Life, Remainder to Son in

Tenant in Tail covenants to stand seised to the Use of himself for Life, with Remainders over to his Son in Tail, &c. And afterwards suffers a Recovery with single Voucher, (wherein he is Tenant to the *Præcipe*, and vouches over the Common Vouchee) to other Uses in

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in Fee; the Uses on the Recovery are held good; for Tail, this is where a Tenant in Tail covenants to stand seised to the void. And a Use of himself for Life, Remainder to his Issue in Tail, Recovery this is * absolutely void; for the Remainder is to take with single Effect at the Death of the Tenant in Tail, when by Voucher bars his Death the Title of the Issue commences, and that his issue.
 is an elder Title concurring with it, and therefore it is * 264
 void. And the Covenant as to the Estate for Life to himself is void, because here is no Transmutation of Possession; and such Covenant is in any Case only good, in respect of the Remainders; and since the Remainder here is void, the Covenant and the first Estate are void. So the Covenant to stand seised, &c. did not alter the Estate Tail; and the Recovery was held a good Bar of the Estate of the Issue in Tail. *Comyns* 119. 1 *Salk.* 619. *Farref.* 18. 2 *Lord Raym.* 778. *Machel v. Clarke.*

These Recoveries bar Intails, and all Remainders Where a and Reversions that should take Place after such Intails; Common Re- saving that where the King is the Donor of such Estate recovery shall Tail, and keeps the Reversion to himself; then neither bar if the the Heir, nor the Remainder or Reversion, is barred Remainder by the Recovery: This was doubtful before the Sta- or Reversion tute 34 & 35 *H.* 8, yet the Law makes a Difference at be in the this Day, if the King gives Lands in Tail with a Re- King, and mainder or Reversion in himself, a Fine or Recovery where not. will not bar that Intail; but if a common Person gives Quære, as to Lands in Tail, with a Remainder or Reversion in the this. See 4 *Burr.* King, that Intail may be cut off by a Recovery; and 2224. so the Difference is when the Gift is from the King, and when from another Person.

The Use of a Common Recovery is, as has been said before, to bar Estates Tail, and * Remainders and Reversions expectant on them; they reduce Estates to that Purity and Condition they were in at the Common Law, and in a great Measure avoid the Inconveniencies brought in by the Statute *de Donis Conditionalibus*. Without these Recoveries Tenant in Tail can make no Jointure for a Wife, Provision for Children, or Payment of his Debts.

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The Reason
why the Issue
in Tail is
barred.

The Reason why the Issue in Tail is barred by a Common Recovery is the intended Recompence; and this Recompence is regarded in Law, though in Reality there is none, yet the Law supposes a Recompence, and for this Reason the Issue is never barred without a Recompence, or a Possibility of one; therefore if Tenant in Tail makes a Feoffment in Fee, and a *Præcipe* is brought against the Feoffee, who vouches the Tenant in Tail, and he vouches the Common Vouchee; this bars the Estate Tail: Because Tenant in Tail coming in as Vouchee, he shall be in the Degree of Tenant in Tail, and the Recompence in Value he has, or by Possibility may have, goes to the Estate Tail; and when he comes in as Vouchee, he comes in of all Estates he ever had. But if in this Case the Feoffee had re-enseffed Tenant in Tail, and the *Præcipe* had been brought against Tenant in Tail, and he had vouched the Common Vouchee, there the Tenant in Tail not being seised of the Estate Tail, but of another Estate, the Issue is not barred; because the Recovery in Value goes according to the Estate whereof he was seised and in Possession at the Time of the * Recovery, and not in Recompence of the Estate he had not. *Piggot 22.*

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But the Recovery in Value is not the only Reason of the Bar, for then Rents or Powers could not be barred by a Recovery, because no Recompence for such Things; but there is another Cause, *viz.* That Tenant in Tail by Recovery may convey away the Land as if he were seised in Fee, for that is an Incident to his Estate, which is not taken away by the Statute *de Donis*; for before that Statute, all Estates Tail were conditional Fees, and the Condition was performed *post prolem suscitam*, nor could any Remainder be limited over upon those Estates: But the statute changed these conditional Fees into particular Estates, yet it has not debarred the Tenant in Tail of this Privilege to convey away the Land by Recovery; and the Recoveror comes in, in Continuance of the Estate Tail, which is above the Remainders, and all Charges and Estates of those in the Remainder, and is as it were perpetuated for ever. And by others it has been said, that the true Reason why a Recovery bars the Remainder in Tail, was not the Recompence or Recovery in Value, but because he that had a *BASE* Fee could not falsify.

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Lord Chief Justice *Willes* in delivering the Opinion of all the Judges in the House of Lords, in the Case of *Martin versus Strachan*, *Easter 17 Geo. 2.* said, ' We think Common Recoveries are Common Assurances with the Consent of the Parties, and are not to be compared to a Judgment, or Proceeding in any other real Action. 1st, Because *now, by long Custom and Usage, they are become Common Assurances; 2dly, Because they are suffered by Consent of the Parties, and a Remainder can be barred upon no other Principle but this, that a Common Recovery is a Common Assurance. 5 *Rep.* 40. a. Mr. *Piggot*, (he said) who was as able a Conveyancer as any Man of the Profession, has confounded himself and every Body else who reads his Book, by endeavouring to give Reason for and explain Common Recoveries. 1 *Wilson* 73.'

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The Force of Recoveries to extinguish all Conditions, Powers and Incidents annexed to an Estate Tail arises from hence, that the Law considers them in the Nature of real Actions, and in many things like Recoveries on Title, and the Recoverors are in by Right. 2 *Atk.* 591. and see 2 *Atk.* 206.

Where a Recovery works a Forfeiture, the Execution of it neither bars the Right nor Entry of him in Remainder or Reversion, but he may enter after Execution, as well as after Judgment. Also where *A.* Tenant for Life, bargains and sells to *B.* in Fee, and by Assent a Recovery is had, wherein *B.* vouches *A.* and he the Common Vouchee; this is within the 32 *H. 8. c.* 31. and a Forfeiture; for being by Assent is as a Common Assurance, and in Disheisison of the Reversion. A Recovery by Assent without Title divests not Reversion or Remainder out of the King. *Pelham's Case.* 1 *Rep.* 14. b.

A Recovery by Tenant in Tail bars not only the Reversion and Remainder, but all Charges, &c. by them in Reversion or Remainder.* *Capel's Case*, 1 *R.* 61. 3 *Cro.* 792.

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E. S. has Issue two Sons, the Elder died in the Life of *E.* leaving Issue a Daughter, his wife ensient with a Son; *E.* is seised in Tail, *scilicet*, to him and his Wife and the Heirs of their two Bodies, Remainder to him in Fee; the Feme dies, he covenants to suffer a Common

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mon Recovery to the Use of himself for Life, Remainder to *A.* for twenty-four Years, Remainder to the Heirs Male of his Body, and the Heirs Male of the Body of such Heirs Male; the Recovery is suffered the first Day of the Term, and *E.* died the same Day, Execution is sued out, then the Wife of the eldest Son is delivered of a Son named *H.*

Objection, That *H.* could not enter upon his Uncle, the younger Son of *E.* because the Recovery was not complete till execution; for Voucher shall not have Execution against Vouchee for the Recompence, till Execution against himself; and it is a Bar only in regard of the Recompence, and Execution cannot be sued against the Heir. However, before it was sued the Uncle entered, and was then seised of an Estate Tail paramount the Recovery, and so not bound by it; or if he were, yet he took by Purchase, and then it first vesting in him, the Son born after should not divest the Estate.

Resolved 1. Execution may be sued against the Heir in Tail, because the Right of the Estate Tail was bound by the Judgment against the Tenant in Tail, and the Judgment over to have in Value, in Favour of Common * Recoveries, which are the Common Assurances of the Land.

2. Though a Lease for Years in Being, yet the Recoverors are not presently *in* by the Judgment.

3. The Uncle was *in* in Nature and Course of a Descent, though he could not have his Age, nor be in Ward: 1. Because the original Act, *viz.* the Recovery out of which all the Uses had their Essence, was had in the Life of *E. S.* to which the Execution after had a Retrospect. 2. Because the Use and Possession might have vested in *E. S.* if Execution had been sued in his Life-time. 3. The Recoverors by their Entry, nor the Sheriff by doing of Execution, can make whom they please to inherit.

4. The Uncle claims by the Recovery and Indentures by Words of Limitation, not of Purchase. 1 R. 93, 106. *a. b.*

Covenant to suffer a Recovery within a Year, and that it shall be to such Uses, if the Execution of it, or the Recovery itself, be not had till after the Year; yet, if no new Agreement intervene, it shall be taken to be

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to the first Uses, for Variance in Time in that Case shall not subvert the original Agreement. 1 Rep. 99. b.

In a Common Recovery entered of *Easter Term*, in Vouchee dies the 23d Year of King *George 2*, among the Pleas of on Sunday being the Return Day of the Writ of Summons, the Recovery is ill and was reversed. * 270

Land, upon the 173 and 174 Rolls, Wherein *Thomas Broome* was Demandant, *George Green*, Tenant, and *Edward Swan*, Gent. and *Edward Swan* the Younger, Vouchees jointly, who vouched over the Common Vouchee; the Writ of * Summons was returnable in one Month from the Day of *Easter*, which was Sunday the 13th of *May*, 1750; On which Day *Edward Swan* the Younger, one of the Vouchees (Remainder Man in Tail Male, and Son of *Edward Swan*, Gent. the other Vouchee who was Tenant for Life of the Manor of *Lee* in *Derbyshire*) died without Issue Male, leaving *Mary* an Infant his Heir at Law, and Heir to the Common Ancestor, who claimed under the Recovery.

Samuel Swan claiming as Heir in Tail, and a Cause being depending in the Court of *Chancery*, wherein the Validity of this Recovery became a Question, as *Edward Swan* the Younger died upon the Return Day of the Writ of Summons to Warrant, being Sunday, the Chancellor, upon the Hearing, retained the Bill for twelve Months, and left *Samuel Swan* at liberty to bring a Writ of Error to try the Validity of the Recovery. He brought a Writ of Error in *B. R.* accordingly against the Demandant *Broome*, and (among other Things) assigned for Error, that the Writ of Summons was returnable on Sunday the 13th of *May*, 1750, on which Day the said *Edward Swan* the Younger died without Issue Male of his Body at *Bradburne* in the County of *Derby*, and so concluded in the common Form that the Judgment in the Recovery was erroneous, and prayed the same might be reversed. *Broome* (the Demandant) Defendant in Error, joined in Error, and in *Mich. Term*, 1764, the Case was argued, in the Court of *King's Bench*. The Court from the Beginning shewed a strong * Inclination to support the Recovery if possible. The Questions were two. * 271

- 1st. Whether the Judgment could relate to the Effoin Day of the Term; or to any Day prior to the 13th of *May*, the Effoin Day of the Return?

2dly.

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2dly. Whether, by Law, a valid Judgment could possibly be given on the Day of the Return, being Sunday?

The Arguments at the Bar were of great Length, and every Authority relative to judicial Proceedings upon a *Sunday*, ranfacked on both Sides.

Lord *Mansfield* delivered the Resolution of the Court, that the Recovery was bad; because, as Judgment could not be supposed to be given before the Death of the Tenant in Tail, that Judgment could not relate to the first Day of the Term; because it could not be given before the Return of the Writ of Summons, which appears by the Record to be in the Term. That it could relate only to the Effoin Day of the Writ of Summons, which was upon a *Sunday*, on which *Sunday* the Tenant in Tail died.

His Lordship also gave the Reasons upon which this Opinion was grounded: Which were somewhat to the following Effect.

* 272 This is a Writ of Error upon a Judgment in the Court of *Common Pleas* in a Common Recovery. The Fact as it appears upon the Record is, that the Writ of Summons was returnable at a Return Day within the Term: And the Tenant in Tail died upon the Effoin * Day of that Return; which Effoin Day happened on a *Sunday*. This is all that is necessary to be stated.

Though Common Recoveries are now considered as Common Assurances, yet they must be conducted and completed according to certain Ceremonies and Solemnities which bear Analogy to the Proceedings in REAL Actions: And the Want of such NECESSARY Ceremonies and Solemnities invalidates a Common Recovery, as much as the Want of a third Witness invalidates a Will of Lands. A Judgment relates to the Effoin Day of the Term, unless any Thing appears upon the Record to the contrary, ' shewing that the Judgment cannot ' have that Relation.'

If the Tenant in Tail was alive when the Judgment was given, or may be supposed to have been given, such Judgment is good: if not, then it is a bad Judgment; because given after the Death of the Tenant in Tail.

Where it appears upon the Face of the Record that the Relation COULD NOT be to the Effoin Day of the Term,

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Term, but to a subsequent Day, the Presumption of such Relation must cease; because it cannot possibly be supposed or intended 'that it was given upon that Day,' when it appears UPON THE FACE OF THE RECORD impossible that it could be so.

Where any such Matter is apparent upon the Face of the Record, the Judgment then relates only so far back as it may, consistently with the Record, be intended or supposed to relate.

If the Effoin Day of this Writ of Summons had been upon a Week-Day, the * Judgment would, by Relation, have been a good one; because it might then have been intended or supposed 'that it was really given upon the Day to which it related.'

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But this Effoin Day of the Writ of Summons is upon a Sunday, and from thence the Objection arises; it being insisted on the Part of the Plaintiff in Error, that Judgment could not be given upon a Sunday.

It is clear that if the Court could not sit on a Sunday, it would be impossible for this Judgment to have been given before the Death of the Tenant in Tail: For, he died upon that Sunday.

The single Question therefore is, 'whether the Court can sit on a Sunday, and give a VALID JUDGMENT?'

No express direct Authority has been cited in Proof of the affirmative Side of this Question. Those authorities that have been urged in support of it have been only argumentative; from whence such a Conclusion might, as it is said, be drawn.

But the History of the Law and Usage, as to Courts of Justice sitting on Sundays, makes an end of the Question.

Antiently the Courts of Justice did sit on Sundays.

The Fact of this, and the Reasons of it, appear in Sir Henry Spelman's Original of the Terms.

But in the Year 517, a Canon was made, '*Quod nullus Episcopus, vel infra positus die Dominico causas judicare præsumat.*' And this Canon for exempting Sundays was ratified in the Time of Theodosius, who fortified it * with an imperial Constitution: '*Solis die (quem Dominicum recte dixere Majores) omnium omnino litium et negotiorum quiescat intentio.*' The whole Canon is also decreed *verbatim*, in the Capitulars of the Emperors Carolus, and Ludovicus.

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There are likewise several other Canons taken notice of, in *Spelman's* Original of the Terms. These Canons were adopted by our *Saxon* Kings, and *Edward* the Confessor made the following Constitution *Ab adventu Domini usque ad octabas Epiphaniæ, Pax Dei et sanctæ Ecclesiæ per omne Regnum; similiter, a Septuagesima usque ad octabas Paschæ; item ab ascensione Domini usque ad octabas Pentecostes; item omnibus diebus quatuor temporum; item omnibus Sabbatis ab hora nona ET TOTA DIE SEQUENTI usque ad Diem Lunæ; item vigiliis, &c.*

These Canons and Constitutions were all confirmed by *William* the Conqueror and *Henry* the Second, and so became Part of the Common Law of *England*.

Afterwards, in succeeding Times, there happened several Alterations and Relaxations. The Statute of *Westminster* the first, and other Statutes, were made to this Purpose; and Usage, or perhaps positive Laws not now extant, dispensed with other Days which were formerly non juridical.

The *Mirroure* of Justices says, '*Abusio est qui tient pleas per Dimanches, ou per autre joins defendus, on devant le Soleil levie on noctantre, ou in dishonest lieu.*'

* 275 Lord Coke in his 2d Institute, p. 264. commenting upon *W. 1. c. 51.* says, 'In the * Common Law, there be *Dies juridici*, and *Dies non juridici*; *Dies non juridici sunt dies Dominici*, the Lord's Days throughout the whole Year.'

In *Dyer* 168. pl. 17. upon a Judgment given in the Common Pleas in a *Scire facias* upon a Recognizance; Error was assigned in that the Test of the *Scire facias* was upon a Sunday, which is not *Dies juridicus in Banco*; The Teste being the 28th of November, which happening that Year on Sunday, the Term did not end till the 29th.

In *Sir William Jones* 156. *Becloe v. Alpe*, upon an Information in the *Exchequer* and Judgment against the Defendant, a Writ of Error was brought by him in the *Exchequer Chamber* to reverse it, and a Reference of it by the Court to *Hutton* and *Jones*. The first Error assigned was 'That the Information was exhibited in Court on a Sunday and therefore not *dies juridicus*.' But it was resolved by *Hutton* and *Jones* that it was good, 'For although it was not *dies juridicus* for the Award

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‘ Award of any judicial Process, or to make an Entry
 ‘ of any Judgment on Record, yet it was good for ac-
 ‘ cepting an Information upon a Special Law ;’ and
 upon *Hutton’s* delivering his own and *Jones’s* Opinion
 to the Court, they affirmed the first Judgment notwith-
 standing the Errors. But at the same Time that these
 two Judges held it good for accepting an Information
 upon a Special Law they said, ‘ That Sunday was not
 ‘ a dies juridicus for the awarding of any judicial Process,
 ‘ nor for entering any Judgment of Record.’ The award-
 ing of Process * and the giving of Judgment, are
 judicial Acts ; and therefore cannot be supposed to be
 done, but whilst the Court is actually sitting.

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As to Writs being returnable on Sundays.

Writs were founded in those Times, when the Courts
 of Justice might sit on Sundays : And these ancient
 Returns, which were not improper when the Writs
 were first founded, have continued ever since without
 being altered in succeeding Times. The Canons did
 not at all interfere, so as to make any Alteration in them :
 For the Canons extend their Prohibition no further
 than against awarding Process and giving Judgment,
 and such like Acts of Court, on Sundays. So that the
 Writs have continued in their primitive Form : But no
 Business can be done by the Court, till Monday. The
 Day of their being actually returned, is therefore as
 certainly known, as if the Writs were made returnable
 on Monday.

In 12 *Edw. 4. 8. b. pl. 22.* upon a Demurrer in an
 Action of Trespass, *Piggot* said ‘ If the Day of a
 ‘ Return, scilicet the *Quarto die*, falls in *die Dominica*,
 ‘ no Court shall be holden but in the Day following.’

As to the Practice of giving Notice ‘ to appear on a
 ‘ Sunday,’ the Answer is, That whilst the Courts did
 sit upon Sundays, the Notice must follow the Practice
 then in Use ; and must, of consequence, be given for
 appearing on the Sunday : But now the old Practice
 ‘ of their actually sitting upon Sundays’ being altered
 and at an End, these Notices must necessarily relate to
 the * Monday, when the Courts do sit, and before
 which Day they cannot sit ; therefore the Defendant
 cannot be misled by having Notice given him, ‘ to
 ‘ appear on the Sunday.’

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As to the Observation, 'that the Courts of Justice
' have never been restrained by *Act of Parliament*, from
' sitting on *Sundays*, and that the 29 of C. 2. c. 7. does
' not extend to giving Judgments.'

It was needless to refrain them from it by *Act of Parliament*. They could not do it, by the Canons antiently received, and made a Part of the Law of the Land: And therefore the restraining them from it by *Act of Parliament* would have been merely *nugatory*. But Fairs, Markets, Sports, and Pastimes, were *not* unlawful to be holden and used on *Sundays* at *Common Law*: And therefore it was requisite to enact particular Statutes, to prohibit the Use and Exercise of them upon *Sundays*, as there was nothing else that could hinder their being continued in Use.

In *Macalley's Case*, in 9 Co. It was objected, 'that
' *Sunday* is not *Dies juridicus*; and therefore no Arrest
' can be made on it. And every one ought to abstain
' from secular Affairs on that Day.' But it was answered and resolved, 'that no *judicial Act* ought to
' be done on that Day; But *ministerial Acts* may be
' lawfully executed on the *Sunday*.'

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It has been said, 'that a mere ideal Relation to
' *Sunday*, could not come within * the Notion of a
' Profanation of the Day: as it is only a Fiction of
' Law, not founded upon an actual Fact of the Courts
' really sitting, and giving Judgment upon that Day.'

But the Answer to this is, that if it be impossible for the Court to sit on a *Sunday*, then there can be *no* such Relation: For, an absolute Impossibility cannot be supposed.

It has been said, 'That the Tenant in Tail had
' done all that was *essential* for him to do: The Rest
' was only *Form*.'

The Answer is,—The Law requires, as *essentially necessary to validate* a Common Recovery, certain Forms, Solemnities or Ceremonies that have Analogy to real Suits. It makes these Requisites ABSOLUTELY AND ESSENTIALLY NECESSARY to the Completion of it. And till it is *completed*, it is *no* Recovery, *no* Conveyance, the Tenant in Tail has not regularly and properly *executed* the Conveyance by which he would cut off

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off the Entail, defeat his own Issue, and bar the Remainders.

A Conveyance not properly executed is the same as no Conveyance at all. Here he died *before the Return* of the *Writ* of Summons, and before he either did or could *appear* to it: For, though the *Writ* is, in Words, made returnable on the *Sunday*, yet, as the Court could not sit on *Sunday*, he could not possibly appear to it before *Monday*. On the Face of this Record, it is manifest that the Tenant in Tail *could not* * have appeared till *Monday*: And no Judgment could be given against him TILL HE HAD APPEARED. It is impossible therefore that this judgment could be given before *Monday*. But he died on *Sunday*. Consequently, the Judgment appears to have been in fact given *after the Death* of the Tenant in Tail.

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We are sorry to find ourselves OBLIGED to reverse a Common Recovery, upon such an Objection to it: And we have struggled hard, to try if it could, by any LEGAL Means, be supported. But, notwithstanding our Inclinations to support it, We cannot help declaring our Opinion, 'That, in Point of Law, the judgment is *erroneous*, and ought to be reversed.'

A Writ of Error was brought in Parliament upon this Judgment. And after hearing it, upon the 2d of May 1766, the Lords proposed the following Question, which was put to the Judges, *viz.*

'Whether the Recovery is good or erroneous, the Return Day of the Writ of Summons being on *Sunday* the 13th Day of *May*, on which Day, *Edward Swan* the Younger died?'

The Lord Chief Baron delivered the unanimous Opinion of the Judges, 'that the Recovery is *erroneous*.'

It was therefore ORDERED and ADJUDGED, that the Judgment of the Court of *King's Bench* should be affirmed.

See also the Case of *Wynne v. Wynne*, 1 *Wilson* 35, 42. where a Recovery was * reversed upon Error, because the Vouchee died on the 10th of *May*, and the Writ of Summons was returnable on the *Morrow of the Ascension of our Lord*, which was on the 16th of the same Month; the Error assigned was that the Vouchee died before the giving Judgment in the Recovery, upon

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which an Issue to the Country was joined, and a special Verdict finding the Facts; and whether the Vouchee died before Judgment or not, the Jury left to the Consideration of the Court.

See also *Stokes v. Olver*, 5 *Mod.* 209. a Recovery was reversed upon Error; the Error assigned was that the Vouchee was a *Feme Covert*, under Age and appeared by Attorney.

See also 1 *Eq. Caf. Abr.* 258, 259. in what Cases Equity will supply Defects or vacate Fines and Recoveries.

On a Writ of Error to reverse a Recovery there must be a *Scire facias* against the Tertenants. *Hall & Ux' v. Woodcock*. 1 *Burr.* 361. *Trin.* 31, 32. *Geo.* 2.

What the Tertenant must, and what he may plead, *Ibid.* S. C. 361, 362. and see 3 *Mod.* 274. 4 *Mod.* 209.

A Remainder Man's Right to Reverse a Recovery erroneously suffered, and his Method of doing it. 1 *Burr.* 412, 413.

Common Recoveries ought not to be supported where the Parties have no Power to suffer them; a secret Feoffment under a naked Possession is not sufficient to enable one to suffer a Recovery; nor is an Estate by Wrong, Fraud, or Practice, sufficient. 1 *Burr.* 116 to 119.

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* Where a Common Recovery is void by 34, 35 *H. 8. c. 20.* The Donee being Tenant in Tail, of the Gift of the Crown, and the Reversion in the Crown, see 4 *Burr.* 2224.

Error to reverse a Recovery must be brought within 20 Years after the Recovery suffered.

Upon Error to reverse a Recovery suffered at the Grand Sessions in *Wales*, Anno 5 *Annæ*, the Error assigned was that *Jane Lloyd* the Tenant in Tail, who was vouched as a *Feme Sole*, was then under Coverture, and died without Issue in 1739. Wherefore the Plaintiff who was the Reversioner brings the Writ of Error; the Defendant in Error pleads a Bar by the Statute 10 *Will. 3. c. 14.* as not being a Writ of Error brought within 20 Years after suffering the Recovery. To this it was replied that his Title did not accrue till 1739, the Time of the Death of *Jane*; to this there was a Demurrer, and Joinder in Demurrer.

After

OF RECOVERIES.

After several Arguments both upon the Point of Error, and the Statute of Limitations, the Court determined only upon the latter Point, that the Writ of Error did not lie. They were of Opinion that the Statute was made to quiet Possessions, and to fix a certain Period, beyond which Fines and Recoveries should not be impeached. The Words are express, '*Twenty Years after the Recovery suffered*;' and it has not the Words that are in the Statute of Fines, '*After the Title accrued*.' — And though there is a Proviso for Persons under Disabilities within the twenty Years, yet *that* can only introduce the disabled Person, and not one who was never * under any Disability. The *Terminus a quo*, is the suffering the Recovery, and if we exceed it there will be no End; a Reversioner after an Estate Tail that subsists 100 Years might at this Rate reverse a Recovery; whereas these Reversioners were never the Object of the Legislature's Care. It is enough that he has a Chance of the Reversion's falling *in* within 20 Years, and then he may have Error. They said they must keep to the Words as in 1 *Lev.* 31. where the Courts not being open, was held no Answer to the Statute of Limitations, as not being one of the Exceptions in it. Therefore they gave Judgment that the Plaintiff should take nothing by his Writ of Error. *Lloyd v. Vaughan.* 2 *Stran.* 1257. *Trin.* 19 *Geo.* 2.

In Ejectment the Defendant claimed under a Recovery, whereby it was insisted the Lessor of the Plaintiff was barred. The Recovery and Judgment thereon was found by special Verdict, but no Writ of Seisin or Execution thereof was found; so the Court of *B. R.* was of Opinion, that the Defendant could have no Advantage of the Recovery. Then the Defendant moved for a *Ve. fa. de novo*, it being a Recovery above 100 Years old, on which Execution would be presumed; and in fact there was a Writ of Seisin and Return, and this Recovery is completely found in a Cause depending to the Demise of the Duke of *Athol*. It was likewise insisted that the Minutes find this Recovery *Prout, &c.* and therefore warrant the inserting this; but the Court refused to grant * a *Ve. fa. de novo*. *Lewis on the Demise of the Earl of Derby v. Witham.* 2 *Str.* 1185. 1 *Wilf.* 48, 49.

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Tenant in Tail by Purchase under a Marriage Settlement made by his Ancestor, *ex parte Maternâ*, with the Reversion in Fee by Descent *ex parte Materna*, suffers a Common Recovery to the Use of himself in Fee; he gains a new Estate in Fee, which shall descend to his Heirs general, and there is an End of the old Use.—*Martin v. Strachan.* 2 *Stra.* 1179. 1 *Wils.* 2, 66.

Gift to *Lionel Norris* and *Anne Miller*, and the Heirs of the Body of *Lionel*, Remainder to *Henry Norris* in Tail. *Lionel* in the Life of *Anne* suffers a Common Recovery, *Henry* is attainted of Treason, and all his Lands, Rights and Hereditaments, given to the Queen, and *Lionel* dies *sans Issue*.

Resolved, That by this Recovery the Jointure is severed, and a Moiety passes, and though the Writ be of the Whole, yet that is but an Abatement; and no Advantage being taken, but the Writ admitted good, it bars the Estate-tail and Remainder as to a Moiety; but not for the other Moiety: Because as to *that* he was no Tenant to the *Præcipe*, for *Anne* was Tenant of it. Nor does it bar the Estate-tail expectant upon her Life; but as to *that* Moiety, the Recovery has its Operation against himself by Estoppel and Conclusion, but binds not the Issue in Tail, who claims *per formam doni*.

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No Right in *Henry* to the Moiety; for by the Recovery, whilst it remains in Force, the Remainder is barred in respect of the intended * Recompence; *ideo* if Tenant in Tail suffer an erroneous Recovery, and after disseise the Recoveree, and die, the Issue is not remitted; because whilst the Recovery remains in Force the Estate-tail is barred.

As at Common Law he in Reversion or Remainder upon an Estate for Life might have a Writ of Error upon a Judgment against Tenant for Life, though not made Party by *Aid prier*, &c. so the Statute *de donis*, which creates Remainders upon Estates-tail, (which could not be at the Common Law, because all Estates-tail were but conditional Fees) creates also all Incidents and Privileges of Remainders at the Common Law. But where he in Remainder or Reversion is not Party, he cannot bring Error till the particular Estate is determined; but if he be Party, he may bring it presently.

But

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But by the Statute of 9 R. 2. c. 3. If Tenant for Life, in Dower, by the Curtesy, after Possibility, lose in a *Præcipe*, he in Reversion may have Error or Attaint, after the Death, or in the Life of the Tenant; and then Possession and mesne Profits restored to Tenant for Life; but if Covin in him, the Reversion shall then go to the Person pursuing the Possession. This Statute extends to Remainders, though Reversions only named; but not to Reversion or Remainder upon an Estate-tail, because it is an Estate of Inheritance, &c.

Owen levies a Fine to A. who grants and renders to Owen and Lettice his Wife and the Heirs of the Body of Owen, then Owen suffers a Recovery wherein he vouches the Common Vouchee. Adjudged, that Lettice * took by the Fine; for tho' she be no Party to the Writ or Conufance, yet her Estate is not void but voidable. 2. The Recovery binds not the Remainder, because no Moieties between Baron and Feme; and the Baron has not Power to dispose of any Part of it, or to sever the Jointure; nor is he during her Life seised by virtue of the Intail; nor can he execute it for any Part, by any Act he can do; and the *Præcipe* being against him alone, the Recompence cannot for any Part enure to the Estate-tail or Remainder: and so this is no more, than if the Baron had been Tenant in Tail in Remainder, expectant upon an Estate for Life; in which Case the Recovery binds not the Issue, because no Tenant to the *Præcipe*. Nor is he seised of the Estate-tail; yet as to him it takes effect by Estoppel and Conclusion;—but the Issue may say the Father was not Tenant *tempore brevis*.

Tenant in Tail discontinues and takes back an Estate-tail, and then a Writ of Right is brought against him, and he vouches the Common Vouchee;—the Issue to the first Intail is not barred, because the Ancestor was not seised by force of the Intail, and so the Recompence cannot enure to it.

So if an Estate to Baron and Feme and the Heirs of their two Bodies, a Recovery against the Baron alone binds not the Estate-tail; and though in Owen's Case the Baron survived, yet the Law adjudges upon the Case as it was at the Time of the Recovery. 3 R. 2, 3, 4, 5.

Estate

OF RECOVERIES.

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Vouchee in
Privy of all
Estates.

Estate to Baron and Feme and the Heirs of the Body of the Baron, with Remainders over in Tail; the Baron levies a Fine to *A.* * and *B.* against whom a Writ of Entry is brought, and they vouch the Baron, and he the Common Vouchee. *Resolved*, this Recovery bars the Remainders though the Feme was not vouched; for here are good Tenants to the *Præcipe*; and the Baron coming in as Vouchee, comes in in Privy of the Estate-tail, and the Recompence goes to it and to the Remainders.

So if *A.* Tenant in Tail, Remainder to *B.* in Tail, Remainder to *C.* in Tail, Remainder to *D.* in Fee; *A.* makes a Feoffment in Fee, Feoffee suffers a Common Recovery, in which *B.* is vouched, and he vouches the Common Vouchee:—*A.* is not bound; but *B.* and all in Remainder over are bound. For though by the Feoffment all the Remainders were discontinued, and the Estates to *B.* *C.* and *D.* turned to Rights, yet they cannot be remitted till the Estate-tail be recontinued. But this being a Common Assurance, he that comes in as Vouchee, shall in Judgment of Law be *in* in Privy of all the Estates he ever had; though the precedent Estate upon which the Estate of the Vouchee depends, be discontinued.

Ideo though the Feme's Estate be not recontinued, the Baron being Vouchee, is judged *in* as of his Estate-tail; and the Case is the stronger, because the Feme's Estate being turned to a Right, he comes in as sole Tenant in Tail; but if the Estate had been to Baron and Feme and the Heirs of their two Bodies, the Recovery would neither have barred the Intail or Remainders. *Pigott* 67, 68.

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Hob. 255.

* *A.* Tenant to him and the Heirs Male of his Body on the Body of his Wife, discontinues and takes back an Estate to him and the Heirs Female of his Body by a second Wife; and discontinues again and retakes an Estate to him and the Heirs Female of his Body; and then discontinues to *B.* against whom a Writ of Entry is brought; and he vouches *A.* who vouches the Common Vouchee, &c. and dies, and his three Issues bring several *Formedons* in *Descender*. They shall all be barred; for, in Judgment of Law, when he comes in as

OF RECOVERIES.

as Vouchee and enters generally into Warranty, he comes in of all the several Estates which shall be barred in respect of one Recompence.

Tenant for Life, and Remainder-Man in Tail suffer a Common Recovery as Tenants to the *Præcipe*, and both vouch the Common Vouchee. This binds not the Estate-tail; because he in Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life only; and in Truth the Land is recovered against Tenant for Life solely; and the Recompence cannot vest in him in Remainder solely; because in Truth the Land is recovered against Tenant for Life, and he in Remainder was never actually seised by Force of the Intail. 3 R. 5. 3 Cro. 670.

Of the Parties to a Recovery.

THE Parties are the Demandant, the Tenant, and Parties to a the Vouchee or Vouchees. Recovery.

* The Demandant is he who brings the Writ of Entry, and may be termed the Recoveror. * 288 Demandant.

The Tenant is he against whom the Writ is brought, and may be termed the Recoveree. Tenant.

The Vouchee is he whom the Tenant voucheth or calls to Warranty for the Land. Vouchee.

And such Persons (says Mr. *West*) may be Demandants, Tenants and Vouchees, in Recoveries, as may be Conufors and Conusees in Writs of Covenant.

Reversioner in Fee, by Deed inrolled, sells to *A.* and his Heirs, to the Intent *B.* may recover against him, and the Recovery be to the Use of the Reversioner for Life, the Remainder to his Sons in Tail, with other Remainders. *Resolved*, 1. The Limitation of Uses by the Deed inrolled is good. 2. The Recovery good against the Reversioner and his Heirs, though a Stranger Tenant of the Freehold. *Webb and Nect*, 3 Cro. 21, 9.

Tenant in Fee suffers a Recovery, it binds no collateral Interest or Title; as Condition, Covenant, Possibility, &c.

Brown

OF RECOVERIES.

A Recovery
doth not bar
an Executory
Devise.

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Cestuy que
Trust Tenant
in Tail may
suffer a Com-
mon Reco-
very.

Infants suf-
fering Reco-
veries.

* 290
1 Ld. Raym.
113. and See
2 Salk. 567.
Hob. 196.
Cro. Car.
307.

Brown devises to *Thomas* his second Son and his Heirs for ever, paying 20*l.* to *Richard* the youngest Son, at twenty-one; and if *Thomas* die without Issue, living *William* the eldest Son, then *William* to have it to him and his Heirs, paying as *Thomas* was to pay. *Thomas* enters and suffers a Recovery with single Voucher. *Resolved*, 1. *Thomas* has a Fee. 2. The Limitation to *William* is good by way of Contingency and Executory Devise, and not by way of Remainder. 3. The * Recovery bars not *William*, for he has but a Possibility, which the Recompence goes not to, unless he was made Party by way of Vouchee, for then by entering into Warranty he gives his Possibility. *Pell and Brown*, 2 *Cro.* 590.

Alien Tenant in Tail, Remainder to C. in Fee; Alien suffers a Common Recovery, then Office is found, the Alien dies without Issue, yet the Remainder to C. is barred. *Noy* 137.

Cestuy que Trust Tenant in Tail, with Remainders over, being in Possession under the Trustees, who have the legal Estate, may suffer a Recovery; and though there be no good Tenant to the *Præcipe*, yet this Recovery will bar the Estate Tail, Remainder and Reversion. For, a Trust being a Creature of Equity, any legal Conveyance or Assurance by *Cestuy que Trust* shall have the same Effect and Operation on the Trust, as it should have had on the legal Estate in case the Trustees had joined; for otherwise Trustees by refusing to join may hinder the Tenant in Tail of the Liberty to dispose of his Estate. *Pigott* 104.

By the Common Law Infants are disabled to suffer Common Recoveries. In all Suits against an Infant, if he appear by Attorney it is Error; *First*, Because it is presumed he has not Discretion to make one, and the Law will not put it in his Power to hurt himself. *Secondly*, If he be deceived, he has no Body against whom he may have Remedy; and therefore if in a Common Recovery an Infant is Tenant or Vouchee, and appears and pleads * or vouches, either in Person or by Attorney, it is erroneous. *Pigott* 63. But an Infant has been admitted to suffer a Common Recovery by his Guardian, by Privy Seal directed to the Judges of the Common Pleas, on weighty Reasons; as was done

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done in *Blount's Case*, *Hob.* 196. * And a Writ of * 291
 Error was afterwards * brought to reverse this very 10 Rep. 43. a.
 Recovery. 3 *Cro.* 224. And the Error assigned was, 1 Rol. Abr.
That Judgment was given by Default, he being an Infant. 731. 755.
 But 1 Vent. 73.
 2 Vent. 90.
 2 Saund. 95.
 1 Sid. 446, 321. 1 Lev. 142. 2 Rol. Rep. 85. 5 Mod. 209. Godb.
 161. 1 Mod. 48. Styl. 246.

* Where on the Petition of the Infant, his Friends, Kindred and Trustees, a Privy Seal was granted by the King, directed to the Judges of the Common Pleas, declaring his Majesty's Liking, that the Infant might be admitted to suffer a Recovery of the Manor of *Wunsted*, for Payment of Debts, &c. *N.* 141.
 1 *Cro.* 307. 10 *R.* 43.

It is there said, that many Motions of that Kind had been denied, as held inconvenient; but Conveniency was discerned by Circumstances; and therefore the Infant, who was of the Age of eighteen Years, being solely and secretly examined; and his Trustees the Earl of *Southampton* and others, being called in open Court, and declaring it to be for the good of the Infant, the Recovery was past at Bar; the Earl of *Southampton* and the other Trustees being admitted Guardians.

Moved to pass a Recovery wherein an Infant was vouched. *Sed Negat' per Cur'*, *N.* 140.

In a Marriage Settlement the Husband was made Tenant for 99 Years if he so long lived, Remainder to Trustees during the Life of the Husband, &c. Remainder to the First and other Sons by the Marriage in Tail Male, Remainder to the First and other Sons of any other Wife, Remainder over. A Son is born, is of Age, the Wife is dead, and there are no other Sons by a Second Marriage; the Trust for preserving contingent Remainders descends to an Infant, if it be for the Benefit of the Family. Equity will decree the Infant Trustee to join in a Common Recovery.
 1 *P. Williams* 536. *Stat.* 7 *Ann.* c. 19. *Sec.* 1 and 2. 2 *Atk.* 559.

A Papist being Tenant in Tail, suffered a Recovery, and declared the Uses to himself and his Heirs, this is not a Purchase within the *Stat.* 11, 12 *Wil.* 3. for it is no new Acquisition, but only a new Modification of the Family Estate. See *Comyns* 207.

A Recovery may be suffered by Tenant in Tail, who has Power to suffer it; that is to say, he must be either Tenant in Tail in Possession, or have the Concurrence of the Freeholders; claiming under the same Settlement, and this Principle is adhered to by the *Stat.* 14 *Geo.* 2. c. 20. 2 *Burr.* 1072. and 1 *Burr.* 116, 119.

OF RECOVERIES.

But it was adjudged that this was no Error; for the Judgment was not given upon Default of the Infant, but upon Departure of the Vouchee in despite of the Court; and the Court is trusted, and will not admit a Guardian but such a one as shall be able to answer to the Infant for his Loss, if he have any. It is intended to be for his Advantage; *And Common Recoveries are Common Assurances of the Realm, and ought not to be shaken.* And it appeared by many Precedents such Recoveries had been suffered from Time to Time, and it would be inconvenient to avoid so many Recoveries, and it stands with Law that such Recoveries may be; and therefore Judgment was affirmed, notwithstanding *Mary Portington's Case, Co. lib. 10. fo. 40.* to the contrary.

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But if such Recovery be with double Voucher, the Tenant to the *Præcipe* must be made by Fine or Feoffment; for all Deeds * made by an Infant, EXCEPT A FEOFFMENT are voidable.

But suffering Recoveries by Privy Seal is now seldom used;—Bills being often passed in Parliament to enable Infants to make Settlements, &c.

Error by Baron and Feme to reverse a Common Recovery, wherein the Feme being an Infant did appear in Person with her former Husband, and not by Guardian, and reversed for this Cause. *Hopton and Johns, 3 Cro. 323.* It might perhaps be good where by Title, but this is by Default, and for a Common Assurance, which an Infant cannot make. *Ibid.*

By Feme Covert.

Coverture is not so much favoured in Law as Infancy; and therefore a Recovery by Husband and Wife is good. But formerly there used to be a Writ to examine the Wife of her free Consent, but now it is omitted, though still done in the Case of a Fine. ^a

A Common Recovery suffered by Husband and Wife bars the Wife of her Dower.

Recovery by Baron and Feme where the Wife had nothing.

Tenant in Tail and his Wife (who had nothing in the Land) suffer a Common Recovery; the Estate Tail is barred by the Recovery, notwithstanding the Wife survived;

^a N. The Serjeants when they pass a RECOVERY at Bar, wherein a *Feme Covert* is a Party, ALWAYS examine her as to her free Consent.

OF RECOVERIES.

survived ; for the Wife was named only to be barred of her Dower : And forasmuch as she had not any Estate nor any Loss, she shall not recover any Estate nor any Recompence. And besides, the Estate recovered was an Estate Tail, as the Estate lost was, to which the Wife was a Stranger ; and if she should * have Recompence in Value, the Issue in Tail might enter and oust her, because the Loss is his and not his Wife's, and he shall not be estopped by the Conclusion of his Ancestors by joining his Wife in the Voucher. *Eare against Snow, Plowd. 514, 515.*

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Baron and Feme suffer a Recovery ; it bars the Feme of her Dower, yet she recovers nothing in Recompence ; but common Usage and Consent of Parties make it a Bar. *Plow. 514. 2 R. 74. 10 R. 43.*

Husband and Wife Jointenants for Life, the Remainder to the Husband in Tail ; the Husband levies a Fine, and a *Præcipe* is brought against the Conusees, who vouch the Husband, who vouched over the Common Vouchee, and Judgment and Seisin had accordingly, the Wife then living. It was resolved, that this Recovery would bind the Remainder, although the Wife joins not ; for here was a lawful Tenant to the *Præcipe* ; the Husband coming in as Vouchee, he comes in, in Privy of the Estate Tail, and not of any other Estate, and the Recompence goes to the Issue in Tail. *Cuppledike's Case, Co. l. 3. fo. 5.—S. P. Pigott 67.*

Recovery by the Husband alone where the Baron and Feme were Jointenants for Life, Remainder to the Husband in Tail.

Woman Tenant for Life, and he in Remainder in Tail being her Husband, levy a Fine *Come ceo, &c.* and the Conusee by the same Fine renders to the Wife for Life, Remainder to the Husband in Fee, and then a Common Recovery is had against the Husband and Wife to the Uses contained in the Fine. This bars not the Estate Tail, for the Fine made no Discontinuance. *Bredon's Case, Co. l. 1. fo. 76.* And by the Render they * were in of a new Estate, and the Recompence shall go as to that, and not to the ancient Estate. But *contra* if it had been by way of Voucher, and the Husband and Wife had come in as Vouchees. *Owen* 129, 130.

Wife Tenant for Life, Remainder to the Husband in Tail, who by Fine and Render take an Estate to the Wife for Life, Remainder to the Husband ; Recovery against them as Tenants bars not the Intail.

Husband

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Husband Tenant for Life, Remainder to the Wife in Tail, Remainder to the Heirs of him and his Wife; and after they suffer a Common Recovery with single Voucher. This bars not the Intail;—for the Wife had no Freehold at the Time of the Recovery, but only a Remainder; and the Husband was not seised of the Estate Tail. *Dyer* 252. *pl.* 97.
single Voucher bars not the Intail.

Devise to *A.* for Life, Remainder to *B.* in Tail, Remainder to *C.* in Fee. *A.* and *B.* intermarry, and levy a Fine to a Stranger, who renders it to the Feme for Life; Remainder to *B.* in Fee; and after *A.* and *B.* suffer a Common Recovery with single Voucher to the Use of *B.* in Fee. *Resolved*, the Fine makes no Discontinuance, but passes what they lawfully may, and none can discontinue but he that is ACTUALLY seised of the Tail. 2. The Recovery is neither a Bar nor a Discontinuance of the Remainder;—it is not a Bar, because, he who suffered it was not seised of the same Estate Tail, but of a NEW Fee given by the Fine, and the Recompence goes to that; and the Recovery by Consent, which is but *quasi* a Conveyance, shall not take away an Entry as one upon Title shall. *Peck and Channel*, 3 *Gro.* 827, 828.

* 295 Recovery by Baron and Feme, Tenants in special Tail, coming in as Vouchees, good.
* If Baron and Feme, Tenants in special Tail, *viz.* to them and the Heirs of their two Bodies, join in making a Tenant to the *Præcipe*, against whom a Writ of Entry is brought, and they come in as Vouchees; this is a good Common Recovery, and will bar the Estate Tail and all Remainders.

Recovery by a Woman of the Inheritance, &c. of her Husband, void.
By the *Stat. 11 H. 7. c. 20.* If any Woman who shall have an Estate in Dower, or for Term of Life, or in Tail, jointly with her Husband, or only to herself, or to her Use, in any Manors, Lands, Tenements, or other Hereditaments, of the *Inheritance* or *Purchase* of her Husband, or *given* to the said Husband and Wife in Tail, or for Term of Life, by any of the Ancestors of the

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the Husband, or by any other Person seised to the Use of the Husband, or of his Ancestors; and shall, being Sole, or with any after-taken Husband, discontinue, alien, release and confirm with Warranty, or suffer any Recovery of the same against them, or any of them, or any other seised to their Use, or to the Use of either of them after the Form aforesaid, that such Recovery, &c. SHALL BE VOID and of none Effect; and the Person or Persons to whom the Manors, Lands, &c. ought to belong after the Decease of such Woman, to enter and possess, &c. But not to extend to Recoveries to be had with the Heirs next inheritable to such Woman, nor where he or they, that next after the Death of such Woman should have the Estate of Inheritance in the same Manors, Lands, &c. be assenting or agreeing to such Recoveries, where the * said Assent and Agreement be of Record, or inrolled.

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B. seised in Fee, levied a Fine to the Use of himself for Life, and after to the Use of his Wife and the Heirs Male of her Body by him begotten, for her Jointure, and had Issue Male. Afterwards he and his Wife levied a Fine, and suffered a Common Recovery, and the Husband and Wife died, and the Issue Male entered by Force of this Statute. It was held, that the Entry was lawful; and yet this Case is out of the LETTER of the Statute, for she neither levied the Fine, &c. being Sole, or with any after-taken Husband, but with the Husband who made the Jointure, but being within the Mischief is within the Remedy of this Statute. *1 Inst. 365. b.*

A Case not within the Letter, yet within the Mischief of the Stat. 11 H. 7.

A Case may be within the Letter of this Act, and not within the Meaning of it; as Baron and Feme levy a Fine of the Wife's Land, and the Conusee renders to them in special Tail, the Husband dies, and the Wife with a second Husband suffers a Common Recovery; this is out of the Mischief of the Statute, because the Land came originally from the Wife. See the Case of *Eislon and Studel, Plow. 463.*—and *Copland against Pyat, Cro. Car. 177.*

A Case may be within the Letter, and yet not within the Mischief of the Statute.

A Man seised of Lands in Fee devises the same to his Wife IN TAIL GENERAL, Remainder to *J. S.* IN FEE, and the Wife with an after-taken Husband suffers a Recovery. It was held good against the Heir of the Devisor;

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Devisor; for although this Case is within the Letter of the Statute 11 H. 7. c. 20. yet it is not within the Intent of the Statute, which * extends only to Cases, where the Husband settles Lands upon his Wife by way of Jointure, to which the Issue between shall be inheritable. *Hughs v. Clubb. Comyns* 369. See 4 Rep. 3. *Dyer* 248. *Cro. Eliz.* 524. *Moore* 716.

Tenant in Tail mortgages for 500 Years, becomes a Bankrupt and dies without suffering a Common Recovery; the Assignee of the Bankrupt shall have the Estate clear of the Mortgage by the *Stat.* 21 Jac. 1. c. 19. Sect. 12. But if he had suffered a Recovery it would have LET IN the Mortgage and other Incumbrances. *Beck v. Welch. Trin.* 24 Geo. 2. B. R. 1 *Wilson* 276.

In *Formedon in Descender* the Tenant pleads a Recovery by the Issue in Tail in the Life of his Mother; the Jointress alledging him to be then Tenant of the Freehold, and that the Recoveror enfeoffed *Lifer* and others to Uses, to whom the Mother released with Warranty; adjudged, that it cannot be intended he came to the Possession by Surrender or Forfeiture, but rather by Disseisin, or Feoffment of Disseisor, and then he being in of another Estate, the Recovery being but with single Voucher, binds it not. 2. That the Release and Warranty of the Feme works a Bar, and is not within the Statute of 11 H. 7. because it is but to perfect and corroborate the Son's Conveyance, who was the Issue in Tail, and they both together had Power to dock the Estate Tail, and all Remainders. 3. If it were in the Statute, yet it is voidable only by Entry, and the Heir in whose Time the Forfeiture happened had before disabled * himself to enter, and then his Issue shall not take Advantage of it. *Lincoln College,* 3 R. 59.

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The King
cannot suffer
a Recovery.

Cannot be
vouched or
prayed in
Aid.

The King cannot suffer a Common Recovery; for he must be Tenant or Vouchee, and the Demandant must count against him, and Judgment must be given against him, which the Law will not permit.

A Writ of Entry was brought against J. S. of the Manor of D. to have a Common Recovery, who prayed in Aid of the King, by reason of a Warranty in the King, whereby he warranted the Land; this Aid prier was instead of Voucher. The Court would not

OF RECOVERIES.

not suffer the Recovery to pass; for the King shall never render in Value upon Voucher; but in such Case they ought to sue to the King BY PETITION to have in Value, and not by way of Voucher. 3 Cro. 68. 1 Cro. 96.

By the Statute 34 & 35 H. 8. c. 20. No feigned Recovery by Assent of Parties against any Tenant in Tail of any Lands GIVEN BY THE CROWN, whereof the Reversion or Remainder at the Time of such Recovery had shall be in the King, shall bind the Heirs in Tail, whether any Voucher be had in such Recovery or not; but after the Death of such Tenant in Tail the Heirs in Tail may enter and enjoy the Lands, according to the Form of the Gift; the Recovery, or any other Thing done or suffered by or against such Tenant in Tail, notwithstanding. Vide 1 Inst. 372. b. And 4 Eurr. 2224.

Reversion in Fee in the King expectant upon an Estate Tail, the King grants the * Reversion in Tail to A. Per Coke, Chief Justice, Though the Statute 34 H. 8. c. 20. doth not save this Reversion in A. by express Words, yet it does by a Consequence; for it preserves the first Estate Tail, and where that is not barred, no Remainder is barred. 3 R. 77.

By the Statute 14 Eliz. c. 8. Recoveries against Tenant by the Curtesy, Tenant in Tail after Possibility of Issue extinct, or otherwise, for Term of Life, or Estate determinable upon Life, or with Voucher over against any such particular Tenant, shall be void against him in Reversion or Remainder. But this Act shall not be prejudicial to any Person who shall BY GOOD TITLE recover Lands by reason of a former Right; and Recoveries of Lands by Assent of him in Reversion or Remainder (so as such Assent appear of Record) shall be of like Force against such Person so assenting as before this Act.

If there be Tenant for Life, Remainder in Tail, and the Reversion or Remainder in Fee, and a *Præcipe* is brought against the Tenant for Life, and he vouches the Tenant in Tail, who vouches over the Common Vouchee; this will bar the Reversion or Remainder in Fee, although he in Reversion or Remainder never assented

bars not In-
tail of the
Gift of the
Crown.

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Recovery a-
gainst Tenant
for Life void.

Recovery a-
gainst Tenant
for Life who
vouches Te-
nant in Tail,
bars Remain-
der or Rever-
sion in Fee.

OF RECOVERIES.

* 300

affented to the Recovery ; becaufe it was not the Intent of this Act to extend to fuch a Recovery in which a Tenant in Tail was vouched ; for he hath Power by Common Recovery, if he were in Poffeffion, to cut off all Reversions and Remainders. And fo, if Tenant for Life had furrendered to him in Remainder in Tail, he might have barred * the Remainders and Reversions expectant upon his Estate. 1 *Inf.* 362. a. 3 *Cro.* 562.

Tenant in Tail bargains and fells to *A.* by Deed indented and inrolled, againft whom a Writ of Entry is brought, and he vouches Tenant in Tail. This docks all Remainders, and yet *A.* hath but an Estate determinable upon the Life of Tenant in Tail. The particular Estate and Estate in Remainder, are but as one Estate, and one Warranty may extend to both, and fo the Recompence in Value may enure to both Estates. Therefore it was anciently held, that a Recovery againft Tenant for Life with Voucher upon true Warranty, and Recovery in Value, bound the Remainder ; but now that they are become Common Affurances, Recovery fuffered by Tenant for Life is a Forfeiture. *Jennings*, 10 *Rep.* 45.

Tenant to the
Præcipe.

The Writ of Entry muft be brought againft one that is actually feifed of the Freehold by Right or Wrong, or elfe the Recovery is void ; for if the Tenant be not feifed of the Freehold, he cannot render the Land, as the Writ commands.

* 301

John Dormer, the Father, by a Settlement made before the Marriage of his Son *John Dormer*, after limiting an Estate to his faid Son, and the Heirs of his Body, limits it, in default of fuch Issue, to the Use of *Robert Dormer* for 99 Years, if he fo long live ; and after his Death or other fooner Determination of that Estate fo limited to him, to *T. S.* and *J. R.* Trustees, and their Heirs during the Life of *Robert Dormer* ; upon trust to preferve * the Contingent Uses therein-after limited from being defeated ; and after the End of the faid Term, to the Use of the Firft, and other Sons of the faid *Robert Dormer* in Tail Male, with feveral Remainders, and the laft Remainder to *Eusebe Dormer* the Father of the Lessor of the Plaintiff in the fame Words as the Limitation to *Robert Dormer*.

Robert

OF RECOVERIES.

Robert Dormer had one Son *Fleetwood Dormer*, and when he came of Age they levied a Fine to make a Tenant to the *Præcipe*, and suffered a Recovery in which *Fleetwood* was Vouchee. By the Opinion of all the Judges, the Fine and Recovery were no Bar; for a good Estate being vested in Trustees during the Life of *Robert Dormer*, he and his Son could not by any Act defeat the Remainder Men, without the Consent, and joining of the Trustees, during the Life of *Robert Dormer*, as the Freehold was in them. The plain Intent of making *Robert Dormer* Tenant for 99 Years. was to prevent him and his Son from barring the Estates in Remainder without joining the Trustees. 3 *Atk.* 135, 136. *Smith* on the Demise of *Dormer v. Parkhurst et al.* 23 Feb. 1741, in Error in the House of Lords.

A. was Tenant for Life, Remainder to *B.* in Tail, Remainder to *C.* for Life, &c. *B.* leased and released to *A.* then a *Præcipe* was brought against *A.* who vouched *B.* and *C.* and they vouched the Common Vouchee;—*Holt* held that this was a good Recovery to bar the Intail, although *C.* had but an Estate for Life; and after Consideration gave his Opinion accordingly. 2 *Lord Raym.* 754.

* The Tenant to the *Præcipe* was made by a Fine, the Recovery was suffered, and the Fine was afterward reversed; yet in a Writ of Error it was held a good Recovery; for there was a Tenant to the *Præcipe* at the Time. See *Selwyn v. Selwyn*, *Burr.* 1131. Where a Recovery shall have Relation to the Bargain and Sale, to make a Tenant to the *Præcipe*. So that, when the Whole is completed, both shall be considered as only one Conveyance to the Use *ab initio*.

On a Trial at Bar wherein the Validity of two Recoveries in 1714, and 1721, came in Question, it was ruled by the Court, that though at such a Distance of Time proper Tenants to the *Præcipe* shall be PRESUMED where no Deed appears; yet in this Case, it appearing that there were Deeds inrolled for that Purpose, wherein proper Parties did not join, and the Uses were declared to have been warranted by such Deeds; the Court could not presume there were any others; and so directed the Jury to find against the Recoveries,

P

which

OF RECOVERIES.

which they did accordingly. *Keen* on the Demise of the *Earl of Portsmouth et al. v. The Earl of Effingham.* 2 *Stra.* 1267. *Easter* 13 *Geo.* 2. And See 2 *Stra.* 1129. as to presuming there was a good Tenant to the *Præcipe*. Where a Person has Power to suffer a Recovery, *Omnia præsumuntur rite & solemniter acta*, until the Contrary appears, there is an End of the Presumption. See 2 *Burr.* 1072, 1073, 1074. 2 *Lutw.* 1549.

* 303

Melton and his Wife, Tenants in special Tail, * Remainder to the Feme in Fee; *Menſe Mich.* 44 *Eliz.* *Melton* levies a Fine to the Use of him and the Feme in special Tail, Remainder to himself in Tail, Remainder to him and *B.* in Fee; 14 *November* 44 *Eliz.* the Feme dies without Issue; 1 *February* 45 *Eliz.* the Baron bargains and sells to *A.* (but no Inrollment found) and 23 *January* 45 *Eliz.* a Writ of Entry is sued against *A. tunc* Tenant of the Freehold, ret' *Cras. Pur.* *Melton* is vouched, and a Recovery had and declared to the Use of himself in Fee, *Melton* dies, and *Andrew* enters.

Three Judges: Though no Inrollment be found, yet *A.* is found to be *tunc tenens*, which may be intended by Disseisin, the Recovery was well enough found; but they held also, that the Baron being remitted together with the Feme, was after her Death but Tenant *apres* Possibility, and so the Recovery void by Statute 14 *Eliz.*

Hobart: There is no good Tenant to the *Præcipe*, and so the Recovery is ill; for though it is sufficient if he be Tenant at any Time before the Return of the Writ, yet here it is found that the Writ was brought on the 23d of *January*, ret' *Cras. Pur.* 3 *February*, and that *Melton* was possessed till the 1st of *February*, when he made the Deed to *A.* so that the Finding him Tenant when the Writ was purchased, is false.

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If there had been a good Tenant to the *Præcipe* the Recovery had been good, because the Remitter was but during the Feme's Life; and, the Baron surviving, the second Estate Tail is revived, for the first Estate Tail was * barred by his Fine, and he being in of the second Intail, is not within the 32 *H. 8.* or 14 *Eliz.* And he coming in as Vouchee, comes in as of all his Titles in Tail, and binds all Remainders upon any of the Estates which

OF RECOVERIES.

which he had at any Time. *Duncombe and Wingfield, Hob. 254.*

A. Tenant for Life, Remainder to *B.* in Tail; if a *Præcipe* be brought against *B.* and he happens to have the Surrender of *A.* at any Time before the Recovery, the *Præcipe* is now made good; for though the Recovery to many Intents relates to the first Day of the Term, yet a Fiction shall never destroy a lawful Estate or Thing. *Noy. 126.*

It has been held, that if the Tenant against whom the Writ is brought, be not Tenant of the Freehold at the Teste of the Writ, yet if he be Tenant before the Return of the Writ, or even before Judgment, it is sufficient, provided the Tenant comes to the Land by his own Act. But if he comes to it by Act of Law, he may abate the Writ by pleading Non-Tenure. But by the Statute 14 *Geo. 2.* it is enacted, That

A Tenant before Judgment sufficient.

‘ Every Recovery suffered, or to be suffered, shall be deemed good and valid to all Intents and Purposes, notwithstanding the Fine or Deed making the Tenant to the Writ of Entry should be levied or executed after the Time of the Judgment given in such Recovery, and the Award of the Writ of Seisin, provided that the same appeared to be levied or executed before the End of the Term in which such Recovery was suffered, and the Persons joining in such Recovery * had a sufficient Estate and Power to suffer the same. But not to make valid any Recovery already made void, or to be avoided before 16 *January 1740.*’

Where Recovery good tho’ Fine or Deed to make the Tenant is levied or executed after Judgment in the Recovery and Award of Seisin.

* 305

The supposed Recompence being the Reason of barring the Estate Tail of the Vouchee, if Tenant to the *Præcipe* have nothing in the Land, the Demandant cannot have Execution against him, and consequently he can have no Recovery over in Value to bind him, and so the Recovery is no Bar.

Though all Parties and Privies are estopped by the Record to say there was no Tenant to the *Præcipe*, yet the Issue in Tail, who claims *per formam doni*, is not estopped to aver.

Who may avers nient Tenant.

If one who has nothing in the Land be made Tenant to the *Præcipe* with him that is seised of the Land, the Recovery will be good, for the Recompence in Value goes to him who lost the Estate.

OF RECOVERIES.

Tenant for Life and he in Remainder suffer a Common Recovery, in which they vouch the Common Vouchee; it was holden in this Case, that it did not bar the Intail, for that he in the Remainder in Tail is not Tenant to the *Præcipe*, but the Tenant for Life; and the Recompence cannot vest in him in Remainder only, nor was he seised by Force of the Tail, and therefore not bound by the Recovery. *Cro. Eliz. Leech and Cote's Case.*

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Tenant for Life, the Remainder in Tail, the Remainder in Fee; a Recovery was had against Tenant for Life, who vouched him in the Remainder in Tail; who vouched over * the Common Vouchee; and it was adjudged it should bar him in Remainder. *Cro. Eliz. Wiseman and Grow's Case, See Co. l. 10. Jennings's Case. Plowd. §14. Cuppledike's Case, Co. l. 3. fo. 5. Ow. 129. Dyer 252. & 1 Inst. 362. a.*

Tenant to the
Præcipe how
made.

A Tenant to the *Præcipe* may be made by Fine, Feoffment, Lease and Release, or by Bargain and Sale inrolled.

Where Re-
covery good
without the
Surrender-
ing of any
Freehold
Lease, or
joining of the
Lessee.

Where there have been Leases of Lands, Tenements and Hereditaments, for Life or Lives, under particular Rents thereby reserved, it has been found difficult and expensive to procure Surrenders of such Freehold Leases, or the Tenants thereof, to join, in order to make Tenants to the Writs of Entry; wherefore by the Statute 14 Geo. 2. it is enacted, That all Common Recoveries suffered, or to be suffered, of any Honors, Castles, Manors, Lands, Tenements and Hereditaments, without any Surrender of such Leases, or without the Concurrence of, or any Conveyance from, such Lessee or Lessees, or other Person or Persons claiming under such Lessee or Lessees, in order to make good Tenants to the Writs of Entry, shall be valid and effectual in Law. But not unless the Person or Persons intitled to the first Estate for Life, or other greater Estate, in case there be no such Estate for Life in Being, in Reversion or Remainder, next after the Expiration of such Leases, as has, have or shall, by some lawful Act or Means convey or assure, or join in conveying or assuring, an Estate for Life at the least, to such Person or Persons as has, have or shall become Tenant or * Tenants to the Writ of Entry; provided that nothing in the said Act be

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OF RECOVERIES.

be construed to prejudice such Lessees, or any claiming under them.

Every Common Recovery already suffered, or here-
after to be suffered, shall after the expiration of twenty
Years from the Time of the suffering thereof be deemed
good and valid to all Intents and Purposes, if it shall
appear upon the Face of such Recovery that there was
a Tenant to the Writ, and if the Persons joining in
such Recovery had a sufficient Estate and Power to suf-
fer the same, notwithstanding the Deed or Deeds for
making the Tenant should be lost, or not appear.—
Stat. 14 Geo. 2.

Where after
20 Years Re-
covery valid,
tho' Deed
making the
Tenant be
lost.

Of what Things a Common Recovery may be suffered.

A Common Recovery may be suffered of such Things,
and by such Names, as a Writ of Covenant for
the levying a Fine may be had; save only it may not be
de Fossato, Stagno, Piscaria, Carucat' terra Esloverijs,
Homag', Fidelitat', Servitiis, de Bonata terra Marisc', de
Sellion' terra, Pomario, Cottagio, Crofto, Virgata terra,
Fodina, Minera, Mercatu, i. e. a Ditch, a Pool, Fishery,
a Plough Land, Estovers, Homage, Fealty, Services,
an Oxcgang of Land, Marsh, a Sellion of Land, an
Orchard, Cottage, Croft, Yardland, a Quarry, Mine,
Market. But though this is laid down in the old Books
as a Rule, Custom has varied it in many Particulars.
But it * is said a Common Recovery may be suffered of
an Honor, Island, Barony, Castle, Messuage, Curti-
lage, Dovehouse, Land, Meadow, Pasture, Underwood,
Chapel, River, Warren, Rectory, View of Frank-
pledge, Waifs, Effrays, Felons Goods, Deodands,
Furze, Heath, Moor, Tithes, &c.

Of what
Things a Re-
covery may
be suffered.

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A common Recovery may also be of an annual Rent
or Pension of four Marks, and of an Advowson. *Co.*
l. 5. fo. 40.

[It may be of an Advowson in Gross, and one Acre
of Land in a Writ of *Entry, Sur Disseisin in le post*; but
of an Advowson in Gross only, it must be by Writ of
Right of Advowson. 2 Wilson 160.]

OF RECOVERIES.

Sid. 285.

If *A.* grants a Rent to *B.* in Tail, Remainder to *C.* in Tail, the Remainder to *C.* may be barred by a Common Recovery. But if *A.* grants a Rent to *B.* in Tail, and *B.* suffers a Common Recovery to the Use of *C.* and his Heirs on the Death of *B.* without Issue; the Rent is determined, for the Recovery cannot give the Rent a longer Continuance than the Grantor gave it, 2 *Lutw.* 1225. Sid. 285.

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Dormer's Case, 5 *R.* 40. Writ of Entry of the Manor of *F.* with the Appurtenances, and six Messuages, six Cottages, twelve Gardens, four Hundred Acres of Pasture, two Acres of Wood, sixty Acres of Furze and Heath, and forty Shillings Rent in *F.* and of one yearly Rent or Pension of four Marks, issuing out of the Church or Rectory of *F.* in the County of *Northampton*; the Tenant vouches the Common Vouchee, and * Judgment was given,—‘ Therefore it is considered, that the said *Geo.* and *J.* recover their Seisin against the said *Gal.* of the Manor, Tenements and Rent aforesaid, with the Appurtenances, and of the Advowson of the Church aforesaid, and that the said *Gal.* have of the Land of, &c.’

Resolved, 1. That a Common Recovery is not to be resembled to a Judgment or Proceeding in any other Real Action, for three Causes; 1. For that by Usage and Custom it is become a Common Assurance, for it may be averred to a Use, if Tenant for Life suffer a Common Recovery, it is a Forfeiture. 2. It is had by mutual Assent, & *consensus tollit errorem*. 3. No Assurance could be of an Advowson, Common in Gross, &c. to bar Remainders or Reversions dependent on an Estate Tail; the same Law is of Common of Pasture, Franchises, Liberties and Privileges, as to have Goods of Felons, &c. Waifs, Strays, &c.

2. As to the Rent or Pension of four Marks issuing of the Rectory, the Writ is good; there is no Incertainty, one of two several Things is not demanded, but one Thing by two Names; they are synonymous of the same Thing, more strongly here, because it is said to issue out of the Land, which a Pension cannot properly do.

3. Common

OF RECOVERIES.

3. Common Recoveries are so usual that the Judges are to take Notice that they are Common Recoveries.

A. seised for Life of a Moiety in Remainder after the Death of *B.* and of a third Part in Tail, *B.* suffers a Common Recovery of the * Moiety, and vouches *A.* this is good for the third Part, for if one having Title only to third Part suffer a Recovery of a Moiety, it is good for a third Part. *Isham and Morrice, 1 Cro. 109.*

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In placing the Particulars in the *Præcipe*, the following Rules are laid down.

To place the more worthy Things before Things less worthy; as a Castle before a Manor, a Manor before a Messuage, a Messuage before a Toft or Mill, &c.

Things general before Things special; as Land before Meadow, Pasture, &c.

Intire or whole Things before Moieties or Parts.

As a further Guide observe the following Method:—

‘ **T**HE Manors of *A.* and *B.* with the Appurtenances, and two Messuages, one Shop, one Toft, one Mill, one Dove-house, two Gardens, twenty Acres of Land, ten Acres of Meadow, five Acres of Pasture, six Acres of Wood, one Hundred Acres of Furze and Heath, one Hundred Acres of Moor, one Hundred Acres of Rush, ten Acres of Marsh, ten Acres of Alder, ten Acres of Broom, five Acres of Land covered with Water, twenty Pounds two Shillings one Penny one Halfpenny and one Farthing Rent, and the Rent of one Pair of gilt Spurs, of ten Capons, of two Cocks, of two Hens, of five Pounds of Pepper, of three Cloves, and of three Pounds of Cumin-Seed, Common of Pasture for all Manner of Cattle, View of Frankpledge, * free Warren, free Fishery, Liberty of Foldage, and also Fairs, Markets, Tolls, Stallage and Pickage, Chattels of Felons, Fugitives, Persons outlawed and put in *Exigent*, Deodands, Chattels waived and frayed, with the Appurtenances, in *B. A. S.* and *N.* as also the Rectories of *A.* and *B.* with the Appurtenances, and all and all Manner of Tithes belonging and ap-
‘ pertaining

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OF RECOVERIES.

‘ pertaining to the same Rectories, and also the
 ‘ Advowson of the Vicarage of the Church of *H.*
 ‘ And into which, &c.’

And also this.

‘ **T**HE Manors of *A.* otherwise *R.* and *M.* with
 ‘ the Appurtenances, and two Hundred and forty
 ‘ Messuages, twenty Tofts, four Water Mills for the
 ‘ Grinding of Corn, one Wind Mill for the Grinding
 ‘ of Corn, fifty Cellars, two Hundred and fifty Gar-
 ‘ dens, five Hundred Acres of Land, one Hundred
 ‘ Acres of Meadow, five Hundred Acres of Pasture,
 ‘ twenty Acres of Wood, five Hundred Acres of Furze
 ‘ and Heath, one Hundred Acres of Marsh, forty
 ‘ Shillings Rent, ten Wharfs, ten Keys, one Fair, one
 ‘ Market, with the Appurtenances, in *M. C. T. N. P.*
 ‘ *A.* otherwise *R. P. C.* otherwise *C.* otherwise *C. P. P.*
 ‘ otherwise *P. T.* otherwise *T. S. D.* otherwise *M. P.*
 ‘ *P. F. G. P. H. W. H. T.* otherwise *T. T. W.* otherwise *T.*
 ‘ *W. C. J. S.* Town of *F.* and Parishes of *F. M.* and *B.*
 ‘ and also the Passage over the Water of *F.* and *moreover
 ‘ the Advowson of the Church of *F.* and the Moiety of
 ‘ one sixth Part, and two Parts of one third Part of
 ‘ two Messuages, four Gardens, thirty Acres of Land,
 ‘ five Acres of Meadow, thirty Acres of Pasture, thirty
 ‘ Acres of Furze and Heath, and five Acres of Marsh,
 ‘ with the Appurtenances, in *T.* and in the Parish
 ‘ of *B.*’

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By a Common Recovery a reputed Manor will pass.
 1 *Lev.* 28.

Lieu conus.

A Recovery may be of Lands in a Place known
 though it be neither a Vill nor a Hamlet, as well as a
 Fine may of Land in *Lieu conus*, i. e. a Place known.
 2 *Mod.* 49.

If one hath Interest only in the third Part of a
 Manor, and suffers a Recovery of the Moiety of the
 Manor, it is good for a Third. *Cro. Car.* 77.

Copyhold
 Lands.

A Common Recovery is not to be suffered in the
 Common Pleas of COPYHOLD Lands, they being only
 held at Will *secundum consuetudinem manerii*, and im-
 pleadable no where in the Lord's Court.

[A manorial

OF RECOVERIES.

[A manorial Custom to bar Intails of Copyhold Lands by Recovery or Surrender in Fee is good. *Everal v. Smalley.* 2 *Stran.* 1197. 1 *Wilson* 26. S. C.—See 1 *Atk.* 474. as to Recoveries of Customary Freeholds passing by Surrender in a Borough Court.]

A Recovery of Lands in Ancient Demesne is good, and will stand in Force till reversed by the Lord by Writ of Disceit. Lands in Ancient Demesne.

Where any Person hath or shall purchase for a valuable Consideration any Estate, whereof a Recovery is, are, or was necessary * to be suffered, in order to complete the Title, such Person, and all claiming under him, having been in Possession from the Time of such Purchase, shall and may, after the End of twenty Years FROM THE TIME OF SUCH PURCHASE, produce in Evidence the Deed or Deeds making a Tenant to the Writ of Entry, and declaring the Uses of a Recovery, and the Deed or Deeds so produced (the Execution thereof being proved) shall be deemed good Evidence for such Purchaser, and those claiming under him, that such Recovery was duly suffered and perfected, according to the Purport of such Deed or Deeds, in case no Record can be found of such Recovery, or the same shall appear not to be regularly entered of Record; provided that the Person making such Deed or Deeds, and declaring the Uses of a Common Recovery, had a sufficient Estate and Power to make a Tenant to the Writ of Entry, and to suffer such Common Recovery. *Stat. 14 Geo. 2.*

Common Vouchee cannot release Errors because he is named *pro forma tantum*, and has no Loss; but if he do really render in Value, he may release, but that must be averred. *Lord Norris and Marquis of Winchester.* 3 *Cro.* 2.

A Table or Modus for the Returns of Writs in a Recovery.

*In a Recovery where all the Parties appear at Bar.**Michaelmas Term.*

Writ of Entry returnable.

1. On the Morrow of *All Souls*.2. On the Morrow of *St. Martin*.3. On the *Octave* of *St. Martin*.4. From the Day of *St. Martin* in fifteen Days.

Writ of Seisin returnable.

From the Day of *St. Martin* in fifteen Days.

Without delay.

Without delay.

On the *Octave* of *St. Hilary*.*Hilary Term.*1. On the *Octave* of *St. Hilary*.2. From the Day of *St. Hilary* in fifteen Days.3. On the Mor. of the *Purifi.* of the Blessed *Mary*.4. On the *Octave* of the *Purifi.* of the Blessed *Mary*.On the *Octave* of the *Purifi.* of the Blessed *Mary*.

Without delay.

Without delay.

From the Day of *Easter* in fifteen Days.*Easter*

Easter Term.

Entry returnable.

1. From the Day of *Easter* in fifteen Days.
2. From the Day of *Easter* in three Weeks.
3. From the Day of *Easter* in one Month.
4. From the Day of *Easter* in five Weeks.
5. On the Morrow of the *Ascension* of our Lord.

Seisin returnable.

- From the Day of *Easter* in five Weeks.
 On the Morrow of the *Ascension* of our Lord.
 Without delay.
 Without delay.
 On the *Octave* of the *Holy Trinity*.

Trinity Term.

1. On the Morrow of the *Holy Trinity*.
2. On the *Octave* of the *Holy Trinity*.
3. From the Day of the *Holy Trinity* in 15 Days.
4. From the Day of the *Holy Trinity* in 3 Weeks.

- From the Day of the *Holy Trinity* in 3 Weeks.
 Without delay.
 Without delay.
 On the Morrow of *All Souls*.

In

In a Recovery where the Vouchee comes in by Summons.

Michaelmas Term.

Writ of Entry returnable.

1. On the Morrow of *All Souls*.
2. On the Morrow of *St. Martin*.
3. On the *Octave* of *St. Martin*.
4. From the Day of *St. Mar.* in 15 D.

Writ of Summons returnable.

1. From the Day of *St. Mar.* in 15 D.
2. On the *Octave* of *St. Hilary*.
3. From the Day of *St. Hil.* in 15 D.
4. On the Mor. of the *Purif.* of *Bl. M.*

Writ of Seisin returnable.

1. On the *Octave* of *St. Hilary*.
2. On the M. of the *Purif.* of the *B. Ma.*
3. Without delay.
4. Without delay.

Hilary Term.

1. On the *Octave* of *St. Hilary*.

2. From the Day of *St. Hil.* in 15 Days.
3. On the Mor. of the *Purif.* of *Bl. M.*
4. On the *Oct.* of the *Purif.* of *Bl. M.*

1. From the Day of *Easter* in 15 Days.
2. From the Day of *Easter* in 5 Weeks.
3. On the M. of the *Ascen.* of our Lord.
4. Without delay.

Easter

Easter Term.

Summons returnable.

Writ of Entry returnable.

Seisin returnable.

1. From *Easter Day* in 5 Weeks.
2. On the *Mor.* of the *Ascen.* of our Lord.
3. On the *Morrow* of the *Holy Trinity*.
4. On the *Octave* of the *Holy Trinity*.
5. From the Day of the *Holy Tr.* in 15 D.
1. From the Day of *Easter* in 15 Days.
2. From the Day of *Easter* in 3 Weeks.
3. From the Day of *Easter* in 1 Month.
4. From the Day of *Easter* in 5 Weeks.
5. On the *Mor.* of the *Ascen.* of our Lord.
1. Without delay.
2. On the *Octave* of the *Holy Trinity*.
3. From the Day of the *Holy Tr.* in 3 W.
4. Without delay.
5. Without delay.

Trinity Term.

1. On the *Morrow* of the *Holy Trin.*
2. On the *Octave* of the *Holy Trinity*.
3. From the Day of the *Holy Tr.* in 15 D.
4. From the Day of the *Holy Tr.* in 3 W.
1. From the Day of the *Holy Tr.* in 3 W.
2. On the *Morrow* of *All Souls*.
3. On the *Morrow* of *St. Martin*.
4. On the *Octave* of *St. Martin*.
1. On the *Morrow* of *All Souls*.
2. From the Day of *St. Mart.* in 15 D.
3. Without delay.
4. Without delay.

Note;

OF RECOVERIES.

* 318 * *Note* ; The Writ of Seisin must bear Teste the fourth Day inclusive after the Return of the Writ of Entry or last Writ of Summons, not being a *Sunday*, or *dies non juridicus* ; and must have fifteen Days between Teste and Return. *Dies non juridici* are all Days out of Term, *All Saints* and *All Souls* in *Michaelmas* Term, the Feast of the *Purification* in *Hilary* Term, *Ascension* Day in *Easter* Term, and the Feast of *St. John the Baptist*, if it happen in *Trinity* Term.

Of the first Writ of Summons. The Writ of Summons must bear Teste also the fourth Day inclusive from the Return of the Writ of Entry, as is said before, with regard to the Writ of Seisin ; and there must be four Returns between the Return of the Writ of Entry and the Return of the Writ of Summons, as you will find by the above Modus, reckoning the Return of the Writ of Entry and Return of the Writ of Summons for two of the four Returns.

Of the second Writ of Summons. If the Recovery be with treble Voucher, and the first and second Vouchees appear upon Summons, the last Writ of Summons must bear Teste the fourth Day inclusive after the Return of the first Writ of Summons ; and there must be four Returns inclusive between the Return of the first Writ of Summons and the Return of the last Writ of Summons, reckoning the Return of the first Writ of Summons and the Return of the second Writ of Summons for two of the four Returns ; and for the Reader finding out such fourth Return of the last Writ of Summons, and the Return of the Writ of Seisin, by the above Modus, look for the Return of the first Writ * of Summons in the first Column on the Left Hand of the last Table, and opposite thereto you will find the fourth Return inclusive, which is to be the Return of the second Writ of Summons, and opposite to that you will find the proper Return of the Writ of Seisin. These Directions will serve you in case the Recovery be with four, five, or six Vouchers.

* 319

[If there be not fifteen Days between the Teste of the Writ of Seisin, and the End of that Term wherein it bears Teste, it must be made returnable without Delay. And if the Seisin be tested the last Day of any Term, it must be made returnable the first Return of the next Term.]

Directions

OF RECOVERIES.

Directions how to suffer a Recovery.

THERE are two Methods of suffering a Common Recovery; the one where the Tenant or Tenants, and Vouchee or Vouchees, appear personally in Court; the other when the Tenant or Tenants, and Vouchee or Vouchees, or some of them, do not appear personally in Court, but by Attorney.

Of suffering a Common Recovery where the Parties appear in Person.

YOU draw a *Præcipe* in Paper, containing the Names of the Parties, Demandant, Tenant and Vouchee, the Manors, Messuages, Lands, &c. their Quality, Nature or Kind, and Quantity, according as the * Case is, wherein the ensuing Precedents, and the Directions before given, will guide you, as thus:

* 310

A Præcipe for a Recovery with single Voucher.

Devonshire, 'COMMAND C. F. that justly, &c. he
to wit, 'C render to W. M. Esq; four Messuages,
' four Gardens, two Hundred Acres of Land, one
' Hundred Acres of Meadow, three Hundred Acres of
' Pasture, forty Acres of Wood, and three Hundred
' Acres of Furze and Heath, with the Appurtenances,
' in E. which he claims, &c.'

*Tenant in Person vouches to War-
ranty* * Thomas Francis Mar-
tin.

* Thomas Francis Martin is Bag-bearer to the *Custos Brevium*, who is always the Common Vouchee.

A Præcipe

OF RECOVERIES.

* 318 * *Note* ; The Writ of Seisin must bear Teste the fourth Day inclusive after the Return of the Writ of Entry or last Writ of Summons, not being a *Sunday*, or *dies non juridicus* ; and must have fifteen Days between Teste and Return. *Dies non juridici* are all Days out of Term, *All Saints* and *All Souls* in *Michaelmas* Term, the Feast of the *Purification* in *Hilary* Term, *Ascension* Day in *Easter* Term, and the Feast of *St. John the Baptist*, if it happen in *Trinity* Term.

Of the first Writ of Summons. The Writ of Summons must bear Teste also the fourth Day inclusive from the Return of the Writ of Entry, as is said before, with regard to the Writ of Seisin ; and there must be four Returns between the Return of the Writ of Entry and the Return of the Writ of Summons, as you will find by the above Modus, reckoning the Return of the Writ of Entry and Return of the Writ of Summons for two of the four Returns.

Of the second Writ of Summons. If the Recovery be with treble Voucher, and the first and second Vouchees appear upon Summons, the last Writ of Summons must bear Teste the fourth Day inclusive after the Return of the first Writ of Summons ; and there must be four Returns inclusive between the Return of the first Writ of Summons and the Return of the last Writ of Summons, reckoning the Return of the first Writ of Summons and the Return of the second Writ of Summons for two of the four Returns ; and for the Reader finding out such fourth Return of the last Writ of Summons, and the Return of the Writ of Seisin, by the above Modus, look for the Return of the first Writ * of Summons in the first Column on the Left Hand of the last Table, and opposite thereto you will find the fourth Return inclusive, which is to be the Return of the second Writ of Summons, and opposite to that you will find the proper Return of the Writ of Seisin. These Directions will serve you in case the Recovery be with four, five, or six Vouchers.

* 319

[If there be not fifteen Days between the Teste of the Writ of Seisin, and the End of that Term wherein it bears Teste, it must be made returnable without Delay. And if the Seisin be tested the last Day of any Term, it must be made returnable the first Return of the next Term.]

Directions

OF RECOVERIES.

Directions how to suffer a Recovery.

THERE are two Methods of suffering a Common Recovery; the one where the Tenant or Tenants, and Vouchee or Vouches, appear personally in Court; the other when the Tenant or Tenants, and Vouchee or Vouches, or some of them, do not appear personally in Court, but by Attorney.

Of suffering a Common Recovery where the Parties appear in Person.

YOU draw a *Præcipe* in Paper, containing the Names of the Parties, Demandant, Tenant and Vouchee, the Manors, Messuages, Lands, &c. their Quality, Nature or Kind, and Quantity, according as the * Case is, wherein the ensuing Precedents, and the Directions before given, will guide you, as thus :

* 310

A Præcipe for a Recovery with single Voucher.

Devonshire, 'COMMAND C. F. that justly, &c. he
to wit, 'C render to W. M. Esq; four Messuages,
' four Gardens, two Hundred Acres of Land, one
' Hundred Acres of Meadow, three Hundred Acres of
' Pasture, forty Acres of Wood, and three Hundred
' Acres of Furze and Heath, with the Appurtenances,
' in E. which he claims, &c.'

*Tenant in Person vouches to War-
ranty* * Thomas Francis Mar-
tin.

* Thomas Francis Martin is Bag-bearer to the *Custos Brevium*, who is always the Common Vouchee.

A Præcipe

OF RECOVERIES.

A Præcipe for a Recovery with double Voucher.

321

*Berkshire, to wit, 'COMMAND William Jackson, Gent. that
justly, &c. he render to Thomas White,
Gent. two Messuages, fifty Acres of Land, eight
Acres of Meadow, twenty-four Acres of Pasture,
fourteen Acres of Willows, and Common of Pasture
* for all Manner of Cattle, with the Appurtenances,
in L. and O. and also the Rectory of O. with the
* Appurtenances, and also all and all Manner of
Tithes, Oblations, Obventions and Emoluments to
the said Rectory belonging or appertaining, which he
claims, &c.'*

*Tenant in Person vouches to War-
ranty Roger Blagrave, Esq;
who in Person vouches Thomas
Francis Martin.*

A Præcipe for a Recovery with treble Voucher.

*Salop, to wit, 'COMMAND Timothy Gradock, Gent.
that justly, &c. he render to Gilbert
Leighton, Gent. the Manor of A. with the Appurte-
nances, and ten Messuages, ten Tofts, four Corn
Windmills, ten Dovehouses, ten Gardens, five Hun-
dred and sixty Acres of Land, one Hundred and fifty
Acres of Meadow, one Thousand three Hundred and
fifty Acres of Pasture, one Hundred and fifty Acres
of Wood, six Hundred Acres of Furze and Heath,
four Hundred Acres of Moor, fifty Acres of Rush,
forty Acres of Alder, thirty Acres of Broom, twenty
Acres of Land covered with Water, free Fishery in
the Water of B. Liberty of Foldage, free Warren,
View of Frankpledge, and whatsoever belongs to
the*

OF RECOVERIES.

‘ the View of * Frankpledge, with the Appurtenances,
‘ which he claims, &c.’

* 322

*Tenant in Person vouches to War-
ranty Otho Hughes, Gent. who
in Person Vouches Edward Da-
vies, Gent. who also in Person
vouches Thomas Francis Mar-
tin.*

*A Præcipe for a Recovery with a quadruple
Voucher.*

*Middlesex, ‘ COMMAND W. L. that justly, &c.
to wit. ‘ G he render to W. G. and R. H. one
‘ Messuage, one Garden, forty Acres of Land, sixty
‘ Acres of Meadow, sixty Acres of Pasture, and thirty
‘ Acres of Wood, with the Appurtenances, in S. and
‘ Common of Pasture for all Manner of Cattle in
‘ Enfield, which they claim, &c.’*

*Tenant in Person vouches to War-
ranty J. C. who in Person
vouches F. C. who also in Per-
son vouches W. S. who likewise
in Person vouches Thomas Fran-
cis Martin.*

** A Præcipe for a Recovery with five Vouchers.*

* 323

*Worcestershire, ‘ COMMAND Lewis Davys, Gent.
to wit. ‘ G that justly, &c. he render to Sa-
‘ muel Wilkes, Gent. six Messuages, four Tofts, eight
‘ Gardens, three Hundred Acres of Land, sixty Acres
‘ of Meadow, and four Hundred Acres of Pasture,
‘ with the Appurtenances, in D. W. &c. as also four
‘ Salt-pits, and sixteen Boileries of Salt water, with
‘ the Appurtenances, in the said Towns of D. W. &c.
‘ which he claims, &c.’*

Q

Tenant

OF RECOVERIES.

*Tenant in Person vouches to War-
ranty Christopher Spooner,
who in Person vouches Bartho-
lomew Jefferson, who also in
Person vouches Theophilus
Greenwood, who likewise in
Person vouches Herbert Vin-
cent, who likewise in Person
vouches over Thomas Francis
Martin.*

A Præcipe for a Recovery with six Vouchets.

* 324

*Lincolnshire, ' COMMAND Salathiel Curney, Gent.
to wit. ' that justly; &c. he render to Jona-
' than Stubblehill, Gent. the Manors of G. L. and A.
' with the * Appurtenances, and the Scite of the
' Manor of D. with the Appurtenances, and also
' twenty Messuages, twelve Tofts, four Mills, twenty
' Dovehouses, thirty Gardens, two Thousand Acres
' of Land, three Hundred Acres of Meadow, one
' Thousand and five Hundred Acres of Pasture, one
' Hundred and fifty Acres of Wood, two Hundred
' Acres of Moor, two Thousand Acres of Marsh, one
' Hundred and fifty Acres of Land covered with Water,
' ten Pounds thirteen Shillings and four Pence Rent,
' Common of Pasture for all and all Manner of Cat-
' tle, Common of Turbary, Common of Estovers,
' Pasture for one Hundred Oxen and four Hundred
' and fifty Sheep, free Fishery in the Water of L. free
' Warren, a Fair and Market, View of Frankpledge,
' Goods and Chattels of Felons and Fugitives, with
' the Appurtenances, in G. L. A. C. F. R. &c. and also
' the Rectories of G. L. C. and R. and the Prebend of
' the Church of L. with the Appurtenances, and also
' the Advowsons of the Vicarages of the Churches of
' A. and F. which he claims, &c.'*

Tenant

OF RECOVERIES.

*Tenant in Person vouches to War-
ranty Uriah Turbervil, Gent.
who in Person, vouches Andrew
Mitcham, Gent. who also in
Person vouches over Conrad
Arpin, Gent. who likewise in
Person vouches over Sylvester
Parsons, Gent. who likewise in
Person vouches over * Abraham
Goring, Gent. who also in Person
further vouches over Thomas
Francis Martin.*

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The *Præcipe* being wrote fair on Paper, or Parchment, you attend with the Tenant and Vouchees (if any) at the Court of Common Pleas at *Westminster*, and deliver the Paper *Præcipe* to one of the Serjeants at the Bar, who with some of his Brethren will count upon it; then the Serjeant will set his Name to it, and any of the Prothonotaries will write upon it, *that the Appearance of the Tenant, or of the Tenant and Vouchee, is or are recorded by the Court.*

If it be a Recovery with single Voucher, three Serjeants plead, *viz.* One for the Demandant, one for the Tenant, and one for the Common Vouchee.

If it be a Recovery with double Voucher, four Serjeants plead; if with treble Voucher, five Serjeants plead; and if with *quadruple* Voucher, six Serjeants plead.

The Serjeants Pleading is generally in a short and concise Manner, except on a Recovery suffered by a Nobleman or Peer of the Realm, when they count in full Form, *i. e.* recite the Pleading of each Party as set forth in the Entry of the Recovery almost *verbatim*.

As the Pleading of the Serjeants on a Common Recovery is only the Substance of the Entry on the Roll, you will see in what Manner they count on Recoveries with double * and treble Vouchers, by perusing the Entries of such Recoveries.

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OF RECOVERIES.

Having thus passed the Recovery at Bar, you carry this *Præcipe*, and also a Copy of it, to the Curitor of the County where the Lands lie, who will thereupon make out a Writ of Entry *Sur disseisin in le post*, which is in this Form :

Writ of Entry
Sur disseisin
in le post.

G E O R G E the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. To the Sheriff of *Yorkshire*, Greeting : Command *Capel Billingsley*, that justly and without Delay he render to *Edward Green*, Esq. twenty Acres of Land, with the Appurtenances, in *Carleton*, which he claimeth to be his Right and Inheritance, and into which the said *Capel* hath not Entry, but after the Disseisin which *Hugh Hunt* thereof unjustly and without Judgment made to the said *Edward* within thirty Years now last past, as he saith, and whereof he complaineth that the aforefaid *Capel* deforced him ; and unless he shall do it, and the said *Edward* shall secure you for prosecuting his Complaint, then summon by good Summoners the aforefaid *Capel*, that he be before our Justices at *Westminster* on the Morrow of *All Souls*, to shew wherefore he will not do it ; and have you there the Summoners, and this Writ. Witness ourself, at *Westminster* the ninth Day of *October* in the twelfth Year of our Reign.

Stamp 5 s.

* 327

When you have got the Writ of Entry, you carry it to the Alienation-Office to be * compounded, in like Manner as a Writ of Covenant for a Fine ; then you must get the Attorney General's Hand to it, for which you pay 10 s. then get it, together with the Writ of Seisin, returned at the Return-Office kept at the Prothonotary's Office in the *Temple*. The Return is in this Manner :

Pledges of Prosecuting, { *John Doe.*
Richard Roe.

Summoners, { *John Denn.*
Richard Fenn.

A. B. Esq; Sheriff.

You

OF RECOVERIES.

You pay for returning the Writ of Entry and Writ of Seisin 1 s. 6 d. each.

Whilst the Writ of Entry, &c. is passing through the several Offices, you may prepare the Entry of your Recovery, which you draw up according to the Nature of the Case, in one of the following Forms.

The Form of a Recovery suffered at Bar with single Voucher.

Devonshire, ' *W. M.* Esq; in his proper Person de- Writ of Entry
to wit. ' mandeth against *C. F.* four Messu- returnable
' ages, four Gardens, two Hundred Acres of Land, one from the Day
' Hundred Acres of Meadow, three Hundred Acres of of St. Martin
' Pasture, forty Acres of Wood, and three Hundred in 15 Days.
' Acres of Furze and Heath, with the Appurtenances, The Ingross-
' in *E.* as his Right and Inheritance, and into which ment must be
' the same *C. ** hath not Entry but after the Disseisin, on a Roll of
' which *Hugh Hunt* thereof unjustly and without Judg- that Term
' ment hath made to the said *W.* within a thirty Years, wherein the
' &c. And whereupon he sayeth that he was seised of Writ of Entry
' the Tenements aforesaid, with the Appurtenances, is returnable.
' his Demesne, as of Fee and Right, in Time of Peace, *N. B.* Pursue
' in the Time of our Lord the King that now is, by the very
' taking the Profits thereof to the Value, &c. and into Words of the
' which, &c. and thereof he bringeth Suit, &c. Writ of En-
' And the aforesaid *C.* in his proper Person cometh try. * 328
' and defendeth his Right, when, &c. and thereupon
' Voucheth to Warranty † *Thomas Francis Martin*, † The Com-
' who is present here in Court in his proper Person, mon Vou-
' and freely warranteth to him the Tenements aforesaid, chee.
' with the Appurtenances, &c. And hereupon the said
' *W.* demandeth against him the said *Thomas Francis*,
' Tenant by his own Warranty, the Tenements afore-
' said, with the Appurtenances, in Manner aforesaid,
' &c.

* No Person or Persons shall sue, have, or maintain any Action for any Manors, Lands, Tenements or other Hereditaments, of or upon his or their own Seisin or Possession therein, above thirty Years next before the Teste of the Original of the same Writ hereafter to be brought. Stat. 32 H. 8. c. 2. f. 3.

OF RECOVERIES.

* 329

‘ &c. And whereupon he saith, that he was seised of
 ‘ the Tenements aforesaid, with the Appurtenances, in
 ‘ his Demesne as of Fee and Right, * in Time of
 ‘ Peace, in the Time * of our Lord the King that now
 ‘ is, by taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereof he bringeth Suit,
 ‘ &c.

‘ And the aforesaid *Thomas Francis* Tenant by his
 ‘ own Warranty defendeth his Right, when, &c. and
 ‘ saith, that the said *Hugh* did not disseise the said *W.*
 ‘ of the Tenements aforesaid, with the Appurtenances,
 ‘ as the said *W.* by his Writ and Declaration afore-
 ‘ said above doth suppose; and of this he putteth him-
 ‘ self upon the Country, &c.

‘ And the said *W.* thereupon craveth Leave to im-
 ‘ parl, and he hath it, &c. And afterwards the said
 ‘ *W.* cometh again here into Court in this same Term
 ‘ in his proper Person, and the said *Thomas Francis*,
 ‘ although solemnly called, cometh not again, but de-
 ‘ parted in Contempt of the Court, and maketh De-
 ‘ fault: Therefore it is considered, that the said *W.*
 ‘ do recover his Seisin against the said *C.* of the Tene-
 ‘ ments aforesaid, with the Appurtenances, and that
 ‘ the said *C.* have of the Land of the said *Thomas*
 ‘ *Francis* to the Value, &c. and the said *Thomas Francis*
 ‘ in Mercy, &c. And hereupon the aforesaid *W.* prays
 ‘ the Writ of the Lord the King, to be directed to the
 ‘ Sheriff of the County aforesaid, to cause full Seisin
 ‘ of the Tenements aforesaid, with the Appurtenances,
 ‘ to be delivered to him; and it is granted to him, ^b
 ‘ returnable here on the * *Octave* of *St. Hilary*, &c.
 ‘ At which Day the aforesaid *W.* cometh here into
 ‘ Court

Mercy,

* 330

^a In all real Actions the Explees, or Taking of the Profits,
 are laid *temporis pacis*; for if they were taken *tempore belli*, they
 are not accounted of in Law. 1 *Inst.* 249. b.

^b *Vide postea* the Directions for making out the Writ of
 Seisin.

^c When the Writ of Seisin is returnable *indilate*, you say,
Afterwards, that is to say, the — Day of — [the last Day of
 the Term, unless Sunday] *in this same Term the said W. comes*
here, &c.

Sei
min

OF RECOVERIES.

‘ Court in his proper Person, and the Sheriff, namely
‘ *F. W.* Esq; now returneth that he, by virtue of the
‘ aforesaid Writ to him directed, * on the — Day of
‘ — last past, did cause full Seisin of the Tenements
‘ aforesaid, with the Appurtenances, to be delivered
‘ to the aforesaid *W.* as by the said Writ he was com-
‘ manded, &c.’

The Entry of a Recovery with double Voucher.

Berkshire, ‘ **THOMAS White**, Gent. in his proper
‘ to wit, ‘ Person demandeth against *William Jack-*
‘ son, Gent. two Messuages, two Totts, one Fulling
‘ Mill, two Dovehouses, two Gardens, one Hundred
‘ Acres of Land, thirty Acres of Meadow, two Hun-
‘ dred Acres of Pasture, five Acres of Salt Marsh,
‘ twenty Acres of fresh Marsh, seventy Shillings Rent,
‘ and Common of Pasture for all Manner of Cattle,
‘ with the Appurtenances, in *L.* and *O.* and also the
‘ Advowson of the Parochial Church of *O.* as * his
‘ Right and Inheritance, and into which the same *Wil-*
‘ liam hath not Entry but after the Disseisin, which
‘ *Hugh Hunt* thereof unjustly, and without Judgment,
‘ hath made to the said *Thomas* within thirty Years,
‘ &c. And whereupon he saith, that he was seised of
‘ the Tenements, Rent and Common aforesaid, with
‘ the Appurtenances, in his Demesne, as of Fee and
‘ Right, and of the Advowson aforesaid, as of Fee
‘ and Right, in Time of Peace, in the Time of our
‘ Lord the King that now is, by taking the Profits
‘ thereof to the Value, &c. and into which, &c. and
‘ thereof he bringeth Suit, &c.

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‘ And the said *William* in his proper Person cometh
‘ and defendeth his Right, when, &c. and thereupon
‘ voucheth to Warranty *Roger Blagrave*, Esq; who is
‘ present here in Court in his proper Person, and freely
‘ warranteth to him the Tenements, Rent and Common
‘ aforesaid,

* Any Day between the Teste and Return of the Writ of
Seisin, by which a Man may be supposed to have rode from *West-*
minster to the Place where the Land lies.

OF RECOVERIES.

* 332

‘ aforefaid, with the Appurtenances, and the Advowfon
 ‘ aforefaid, &c. And hereupon the faid *Thomas* de-
 ‘ mandeth againft the faid *Roger* Tenant by his own
 ‘ Warranty, the Tenements, Rent and Common afore-
 ‘ faid, with the Appurtenances and the Advowfon
 ‘ aforefaid, in Manner aforefaid, &c. And whereupon
 ‘ he faith, that he was feifed of the Tenements, Rent
 ‘ and Common aforefaid, with the Appurtenances, in
 ‘ his Demefne, as of Fee and Right, and of the Ad-
 ‘ vowfon aforefaid, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the * King that now
 ‘ is, by taking the Profits thereof, to the Value, &c.
 ‘ and into which, &c. and thereof he brought Suit,
 ‘ &c.

‘ And the faid *Roger* Tenant by his own Warranty
 ‘ defends his Right, when, &c. And thereupon fur-
 ‘ ther voucheth to Warranty *Thomas Francis Martin*,
 ‘ who is prefent here in Court in his proper Perfon,
 ‘ and freely warranteth to him the Tenements, Rent
 ‘ and Common aforefaid, with the Appurtenances, and
 ‘ the Advowfon aforefaid, &c. And hereupon the faid
 ‘ *Thomas* demandeth againft him the faid *Thomas*
 ‘ *Francis* Tenant by his own Warranty, the Tene-
 ‘ ments, Rent and Common aforefaid, with the Appur-
 ‘ tenances, and the Advowfon aforefaid, in Manner
 ‘ aforefaid, &c. And whereupon he faith, that he
 ‘ was feifed of the Tenements, Rent and Common
 ‘ aforefaid, with the Appurtenances in his Demefne as
 ‘ of Fee and Right, and of the Advowfon aforefaid,
 ‘ as of Fee and Right, in Time of Peace, in the
 ‘ Time of our Lord the King that now is, by taking
 ‘ the Profits thereof to the Value, &c. and into which,
 ‘ &c. and thereupon he bringeth Suit, &c.

* P. 333

‘ And the aforefaid *Thomas Francis* Tenant by his
 ‘ own Warranty defendeth his Right, when, &c. and
 ‘ faith, that the faid *Hugh* did not diffeife the faid
 ‘ *Thomas White* of the Tenements, Rent, and Com-
 ‘ mon aforefaid, with the Appurtenances, * and of
 ‘ the Advowfon aforefaid, as the faid *Thomas* by his
 ‘ faid Writ and Declaration above doth fuppofe; and
 ‘ of this he putteth himfelf upon the Country, &c.

‘ And the faid *Thomas White* thereupon craveth
 ‘ Leave to imparl, and he hath it, &c. And after-
 ‘ wards

OF RECOVERIES.

wards the said *Thomas* cometh again here into Court in this same Term in his proper Person, and the said *Thomas Francis*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the said *Thomas White* do recover his Seisin against the said *William* of the Tenements, Rent and Common afore said, with the Appurtenances, and of the Advowson afore said, and that the said *William* have of the Land of the afore said *Roger* to the Value, &c. And that the said *Roger* have over of the Land of the said *Thomas Francis* to the Value, &c. and the said *Thomas Francis* in a Mercy, &c. And hereupon the said *Thomas White* prays the Writ of the Lord the King, to be directed to the Sheriff of the County afore said, to cause full Seisin of the Tenements, Rent and Common afore said, with the Appurtenances, and of the Advowson afore said, to be delivered to him; and it is granted to him, returnable here from the Day of *St. Martin* in fifteen Days, * &c. at which Day the said *Thomas White* cometh here into Court in his proper Person and the Sheriff namely Sir *A. B. Knt.* now returneth that he, by virtue of the afore said Writ to him directed on the twenty-third Day of *November*, last past, did cause full Seisin of the Tenements, Rent and Common afore said, with the Appurtenances, and of the Advowson afore said, to be delivered to the afore said *Thomas White*, as by the said Writ he was commanded, &c.

* 334

* *Mercy.* This word must be written in the Margin of the Roll.

The

OF RECOVERIES.

The Entry of a Recovery with treble Voucher on the Roll, all the Parties appearing at Bar.

Nota ; There are no Com-mas or Points in any Re-cords what-ever, and therefore in the Entries of Recoveries you must not make any if you would enter or ex-emplify them in a Clerk-like Manner.

* 335

Salop, ‘ **GILBERT** Leighton, Gent. in his proper Person demandeth against *Timothy Craddock*, Gent. the Manor of *A.* with the Appurtenances, and ten Messuages, ten Tofts, four Corn Windmills, ten Dovehouses, ten Gardens, five Hundred and sixty Acres of Land, one Hundred and fifty Acres of Meadow, one Thousand three Hundred and fifty Acres of Pasture, one Hundred and fifty Acres of Wood, six Hundred Acres of Furze and Heath, four Hundred Acres of Moor, fifty Acres of Rush, forty Acres of Alder, thirty Acres of Broom, twenty Acres of Land covered with Water, free Fishery in the Water of *B.* Liberty of Foldage, free Warren, View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in *A. B. C.* and *D.* as his Right and Inheritance, and into which the same *Timothy* hath not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment hath made to the said *Gilbert* within thirty Years, &c. And whereupon he saith, that he was seised of the Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge aforesaid, with the Appurtenances in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Timothy* in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Otho Hughes*, Gent. who is present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, to the said *Timothy*, &c. And hereupon the said *Gilbert* demandeth

eth

OF RECOVERIES.

eth against the aforesaid *Otho*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge and whatsoever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. * And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King, that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

* 336

And the said *Otho* Tenant by his own Warranty defendeth his Right when, &c. And thereupon further voucheth to Warranty *Edward Davies*, Gent. who is likewise present here in Court in his proper Person, and freely warranteth the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, to the said *Otho*, &c. And hereupon the said *Gilbert* demandeth against the said *Edward*, Tenant by his own Warranty, the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to View of Frankpledge, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

* 337

And the said *Edward* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *Thomas Francis Martin*, who is likewise present here in Court in his proper Person, and freely warranteth the aforesaid Manor,

OF RECOVERIES.

‘ Manor, Tenements, free Fishery, Liberty of Foldage,
 ‘ free Warren, and View of Frankpledge, and whatsoever
 ‘ belongs to View of Frankpledge, with the Appurte-
 ‘ nances, to the said *Edward*, &c. And hereupon the
 ‘ said *Gilbert* demandeth against the said *Thomas Francis*,
 ‘ Tenant by his own Warranty, the aforesaid Manor,
 ‘ Tenements, free Fishery, Liberty of Foldage, free
 ‘ Warren, and View of Frankpledge, and whatsoever
 ‘ belongs to View of Frankpledge, with the Appurte-
 ‘ nances, in Manner aforesaid, &c. And wheieupon
 ‘ he saith, that he was seised of the aforesaid Manor,
 ‘ Tenements, free Fishery, Liberty of Foldage, free
 ‘ Warren, and View of Frankpledge, and whatso-
 ‘ ever belongs to Frankpledge, with the Appurtenances
 ‘ in his Demesne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King that now
 ‘ is, by taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereof he bringeth Suit,
 ‘ &c.

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* ‘ And the said *Thomas Francis* Tenant by his own
 ‘ Warranty defendeth his Right, when, &c. and saith,
 ‘ that the said *Hugh* did not disseise the said *Gilbert* of
 ‘ the said Manor, Tenements, free Fishery, Liberty
 ‘ of Foldage, free Warren, and View of Frankpledge,
 ‘ and whatsoever belongs to View of Frankpledge,
 ‘ with the Appurtenances, as the said *Gilbert* by his
 ‘ Writ and Declaration aforesaid above doth suppose;
 ‘ and of this he putteth himself upon the Country,
 ‘ &c.

‘ And the said *Gilbert* thereupon craveth Leave to
 ‘ imparl, and he hath it, &c. And afterwards the said
 ‘ *Gilbert* cometh again here into Court in this same
 ‘ Term in his proper Person, and the said *Thomas*
 ‘ *Francis*, although solemnly called, cometh not again,
 ‘ but departed in Contempt of the Court, and maketh
 ‘ Default: Therefore it is ^a considered, that the said
 ‘ *Gilbert* do recover his Seisin against the said *Timothy*
 ‘ of the aforesaid Manor, Tenements, free Fishery,
 ‘ Liberty of Foldage, free Warren, and View of
 Frankpledge,

^a Some write “*adjudged*,” but “*it is considered*” seems the
 best Translation of *Consideratum est*.

OF RECOVERIES.

* 339

Frankpledge, and whatsoever belongs to the View of Frankpledge, with the Appurtenances, and that the said *Timothy* have of the Land of the said *Otho* to the Value, &c. And further, that the said *Otho* have of the Land of the aforesaid *Edward* to the Value, &c. And furthermore, that the *said *Edward* have over of the Land of the aforesaid *Thomas Francis* to the Value, &c. and the said *Thomas Francis* in ^a *Mercy*, &c. And hereupon the said *Gilbert* prays the Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to the View of Frankpledge, with the Appurtenances, to be delivered to him, and it is granted to him, returnable here from the Day of *St. Martin* in fifteen Days, &c. at which Day the said *Gilbert* cometh here into Court in his proper Person, and the Sheriff, namely Sir *S. T. Bart.* now returneth, that he, by virtue of the aforesaid Writ to him directed, on the twenty-second Day of *November* last past, did cause full Seisin of the aforesaid Manor, Tenements, free Fishery, Liberty of Foldage, free Warren, and View of Frankpledge, and whatsoever belongs to the View of Frankpledge, with the Appurtenances, to be delivered to the aforesaid *Gilbert*, as by the said Writ he was commanded, &c.

^a You must write the Word *Mercy* in the Margin of the Roll.

The

OF RECOVERIES.

* 340 * *The Entry of a Recovery with quadruple Vouchers, all the Parties appearing in Person at Bar.*

Middlesex, ‘ *W. G. and R. H. in their proper Persons to wit.* ‘ demand against *W. L.* one Messuage, ‘ one Garden, forty Acres of Land, sixty Acres of ‘ Meadow, sixty Acres of Pasture, and thirty Acres of ‘ Wood, with the Appurtenances, in *S. and Common* ‘ of Pasture for all Manner of Cattle in *Enfield*, as ‘ their Right and Inheritance, and into which the said ‘ *W. L.* hath not Entry but after the Disseisin, which ‘ *Hugh Hunt* thereof unjustly and without Judgment ‘ made to the aforesaid *W. G. and R. H.* within thirty ‘ Years, &c. And whereupon they say, that they were ‘ seised of the Tenements and Common aforesaid, with ‘ the Appurtenances, in their Demesne, as of Fee and ‘ Right, in Time of Peace, in the Time of our Lord ‘ the King that now is, by taking the Profits thereof ‘ to the Value, &c. and into which, &c. and thereof ‘ they bring Suit, &c.

* 341

‘ And the aforesaid *W. L.* in his proper Person ‘ cometh and defendeth his Right, when, &c. and there- ‘ upon voucheth to Warranty *J. C.* who is present here ‘ in Court in his proper Person, and freely warranteth ‘ to him the Tenements and Common aforesaid, with ‘ the Appurtenances, &c. And hereupon the said ‘ *W. G. and R. H.* demand against the said *J. C.* * Te- ‘ nant by his own Warranty, the Tenements and Com- ‘ mon aforesaid, with the Appurtenances, in Manner ‘ aforesaid, &c. And whereupon they say, that they ‘ were seised of the Tenements and Common aforesaid, ‘ with the Appurtenances, in their Demesne, as of Fee ‘ and Right, in Time of Peace, in the Time of our ‘ Lord the King that now is, by taking the Profits ‘ thereof to the Value, &c. and into which, &c. and ‘ thereupon they bring Suit, &c.

‘ And

OF RECOVERIES.

‘ And the aforesaid *J. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *F. C.* who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *F. C.* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances in their Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

‘ And the aforesaid *F. C.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *W. S.* who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *W. S.* Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances, in Manner aforesaid, &c. And whereupon they say, that they were seised of the Tenements and Common aforesaid, with the Appurtenances, in their Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon they bring Suit, &c.

‘ And the aforesaid *W. S.* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth over to Warranty *Thomas Francis Martin*, who is also present here in Court in his proper Person, and freely warranteth to him the Tenements and Common aforesaid, with the Appurtenances, &c. And hereupon the aforesaid *W. G.* and *R. H.* demand against the said *Thomas Francis*, Tenant by his own Warranty, the Tenements and Common aforesaid, with the Appurtenances in Manner aforesaid, &c. And whereupon they say, that
‘ they

OF RECOVERIES.

* 343

‘ they were feised of the Tenements and Common
‘ aforesaid, with the Appurtenances, in their Demesne
‘ as of Fee and Right, in Time of Peace, in the Time
‘ of our Lord the * King that now is, by taking the
‘ Profits thereof to the Value, &c. and into which,
‘ &c. and thereupon they bring Suit, &c.

‘ And the aforesaid *Thomas Francis* Tenant by his
‘ own Warranty defendeth his Right, when, &c. and
‘ saith, that the aforesaid *Hugh Hunt* did not disseise the
‘ aforesaid *W. G.* and *R. H.* of the Tenements and
‘ Common aforesaid, with the Appurtenances, as the
‘ said *W. G.* and *R. H.* by their Writ and Declaration
‘ above suppose; and of this he putteth himself upon
‘ the Country, &c.

* Or called.

‘ And the aforesaid *W. G.* and *R. H.* thereupon
‘ crave Leave to imparl, and they have it, &c. And
‘ afterwards the said *W. G.* and *R. H.* come again here
‘ into Court in this same Term in their proper Persons,
‘ and the said *Thomas Francis*, although solemnly
‘ * demanded, cometh not again, but departed in Con-
‘ tempt of the Court, and maketh Default: There-
‘ fore it is considered, that the aforesaid *W. G.* and
‘ *R. H.* do recover their Seisin against the said *W. L.*
‘ of the Tenements and Common aforesaid, with the
‘ Appurtenances; and that the said *W. L.* have of the
‘ Lands of the aforesaid *J. C.* to the Value, &c. and
‘ that the aforesaid *J. C.* have of the Land of the
‘ aforesaid *F. C.* to the Value, &c. and that the afore-
‘ said *F. C.* have over of the Land of the aforesaid
‘ *W. S.* to the Value, &c. and that the said *W. S.* have
‘ over of the Land of the said *Thomas Francis* to the
‘ Value, * &c. and the said *Thomas Francis* in Mercy,
‘ &c. And hereupon the aforesaid *W. G.* and *R. H.*
‘ pray the Writ of our Lord the King, to be directed
‘ to the Sheriff of the County aforesaid, to cause them
‘ to have full Seisin of the Tenements and Common
‘ aforesaid, with the Appurtenances, and it is granted
‘ to them, returnable here in fifteen Days from the
‘ Day of *St. Martin*, &c. at which Day the aforesaid
‘ *W. G.* and *R. H.* come here into Court in their proper
‘ Persons,

* 344
Mercy.

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The two Persons named Sheriffs of London, are one Sheriff of Middlesex, so they are called Sheriff singularly.]

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Count against Tenant.

* 345

2. Count.

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OF RECOVERIES.

Count against
first Voucher.

* 346

Count against
second Vou-
chee.

Count against
third Vou-
chee.

* 347

‘aforesaid, with the Appurtenances, to the said *Lewis*,
‘&c. And hereupon the said *Samuel* demandeth
‘against him the said *Christopher*, Tenant by his own
‘Warranty, the Tenements, Salt-pits and Boileries
‘aforesaid, with the Appurtenances in Manner afore-
‘said, &c. And whereupon he saith, that he was
‘seised of the Tenements, Salt-pits and Boileries
‘aforesaid, with the Appurtenances, in his Demesne,
‘as of Fee and Right, in Time of Peace, in the Time
‘of our Lord the King that now is, by * taking the
‘Profits thereof to the Value, &c. and into which,
‘&c. and thereof he bringeth Suit, &c.

‘And the said *Christopher*, Tenant by his own War-
‘ranty defendeth his Right, when, &c. And there-
‘upon further voucheth to Warranty *Bartholomew*
‘*Jefferson*, Gent. who is also present here in Court in
‘his proper Person, and freely warranteth the Tene-
‘ments, Salt-pits, and Boileries aforesaid, with the
‘Appurtenances, to the said *Christopher*, &c. And
‘hereupon the said *Samuel* demandeth against the said
‘*Bartholomew*, Tenant by his own Warranty, the Te-
‘nements, Salt-pits and Boileries aforesaid, with the
‘Appurtenances, in Manner aforesaid, &c. And
‘whereupon he says, that he was seised of the Tene-
‘ments, Salt-pits and Boileries aforesaid, with the
‘Appurtenances, in his Demesne, as of Fee and Right,
‘in Time of Peace, in the Time of our Lord the King
‘that now is, by taking Profits thereof to the Value,
‘&c. and into which, &c. and thereof he bringeth
‘Suit, &c.

‘And the said *Bartholomew*, Tenant by his own War-
‘ranty, defendeth his Right, when, &c. And there-
‘upon further voucheth to Warranty, *Theophilus*
‘*Gregory*, Gent. who is likewise present here in Court
‘in his proper Person, and freely warranteth the Te-
‘nements, Salt-pits and Boileries aforesaid, with the
‘Appurtenances, to the said *Bartholomew*, &c. And
‘hereupon the said *Samuel* demandeth against the said
‘*Theophilus*, Tenant by his own Warranty, the Tene-
‘ments, Salt-pits and Boileries aforesaid, with the
‘Appurtenances, in Manner * aforesaid, &c. And
‘whereupon he says, that he was seised of the Tene-
‘ments, Salt-pits and Boileries aforesaid, with the
‘Appurtenances

OF RECOVERIES.

‘ Appurtenances in his Demefne, as of Fee and Right,
 ‘ in Time of Peace, in the Time of our Lord the King
 ‘ that now is, by taking the Profits thereof to the Value,
 ‘ &c. and into which, &c. and thereof he bringeth
 ‘ Suit, &c.

‘ And the faid *Theophilus* Tenant by his own War-
 ‘ ranty defendeth his Right, when, &c. And there-
 ‘ upon further voucheth to Warranty *Herbert Vincent*,
 ‘ Esq; who is likewise present here in Court in his
 ‘ proper Person and freely warranteth the Tenements,
 ‘ Salt-pits and Boileries aforefaid, with the Appurte-
 ‘ nances, to the faid *Theophilus*, &c. And hereupon Count against
 ‘ the faid *Samuel* demandeth against the faid *Herbert*, fourth Vou-
 ‘ Tenant by his own Warranty, the Tenements, Salt-
 ‘ pits and Boileries aforefaid, with the Appurtenances,
 ‘ in Manner aforefaid, &c. And whereupon he faith,
 ‘ that he was feised of the Tenements, Salt-pits and
 ‘ Boileries aforefaid, with the Appurtenances, in his
 ‘ Demefne, as of Fee and Right, in Time of Peace,
 ‘ in the Time of our Lord the King that now is, by
 ‘ taking the Profits thereof to the Value, &c. and into
 ‘ which, &c.

‘ And the faid *Herbert* Tenant by his own Warranty
 ‘ defendeth his Right, when, &c. And thereupon fur-
 ‘ ther voucheth to Warranty *Thomas Francis Martin*,
 ‘ who is likewise present here in Court in his proper
 ‘ Person and freely warranteth the * Tenements, Salt-
 ‘ pits and Boileries aforefaid, with the Appurtenances,
 ‘ to the faid *Herbert*, &c. And hereupon the faid *Samuel*
 ‘ demandeth against the faid *Thomas Francis*, Tenant by
 ‘ his own Warranty, the Tenements, Salt-pits and
 ‘ Boileries aforefaid, with the Appurtenances, in
 ‘ Manner aforefaid, &c. And whereupon he faith,
 ‘ that he was feised of the Tenements, Salt-pits and
 ‘ Boileries aforefaid, with the Appurtenances, in his
 ‘ Demefne, as of Fee and Right, in Time of Peace,
 ‘ in the Time of our Lord the King that now is, by
 ‘ taking the Profits thereof to the Value, &c. and into
 ‘ which, &c. and thereof he bringeth Suit, &c.

‘ And the aforefaid *Thomas Francis* Tenant by his
 ‘ own Warranty defendeth his Right, when, &c. and
 ‘ faith, that the aforefaid *Hugh* did not diffeise the faid
 ‘ *Samuel* of the Tenements, Salt-pits and Boileries
 ‘ aforefaid,

* 348

Count against
 Common
 Vouchee.

OF RECOVERIES.

* 349

‘ aforefaid, with the Appurtenances, as the faid *Samuel*
 ‘ by his Writ and Declaration aforefaid above doth
 ‘ fuppofe; and of this he putteth himfelf upon the
 ‘ Country, &c.

‘ And the faid *Samuel* thereupon craveth Leave to
 ‘ imparl, and he hath it, &c. And afterward the faid
 ‘ *Samuel* cometh again here into Court in this fame
 ‘ Term in his proper Perfon, and the faid *Thomas*
 ‘ *Francis*, although folemnly called, cometh not again,
 ‘ but departed in Contempt of the Court, and maketh
 ‘ Default: Therefore it is confidered, that the faid
 ‘ *Samuel* do recover his Seifin againft the faid *Lewis* of
 ‘ the Tenements, Salt-pits and Boileries aforefaid,
 ‘ with the Appurtenances, and that the faid **Lewis*
 ‘ have of the Land of the faid *Chriftopher* to the Value,
 ‘ &c. And further, that the faid *Chriftopher* have of
 ‘ the faid *Bartholomew* to the Value, &c. And further,
 ‘ that the faid *Bartholomew* have of the Land of the
 ‘ faid *Theophilus* to the Value, &c. And further, that
 ‘ the *Theophilus* have of the Land of the faid *Herbert*
 ‘ to the Value, &c. And furthermore, that the faid
 ‘ *Herbert* have over of the Land of the aforefaid *Thomas*
 ‘ *Francis* to the Value, &c. And the faid *Thomas*
 ‘ *Francis* in Mercy, &c. And hereupon the faid *Samuel*
 ‘ craves the Writ of the Lord the King, to be directed
 ‘ to the Sheriff of the County aforefaid, to caufe full
 ‘ Seifin of the Tenements, Salt-pits and Boileries
 ‘ aforefaid, with the Appurtenances, to be delivered to
 ‘ him, and it is granted to him, returnable here forth-
 ‘ with, &c. Afterward, that is to fay, on the twenty-
 ‘ eighth Day of *November* in this fame Term the faid
 ‘ *Samuel* cometh here into Court in his proper Perfon,
 ‘ and the Sheriff, namely *J. W. Esq;* now returneth
 ‘ that he, by virtue of the aforefaid Writ to him di-
 ‘ rected, on the twenty-fourth Day of the fame Month
 ‘ of *November* did caufe full Seifin of the Tenements,
 ‘ Salt-pits and Boileries aforefaid, with the Appurte-
 ‘ nances, to be delivered to the faid *Samuel*, as by the
 ‘ faid Writ he was commanded, &c.

Entry

OF RECOVERIES.

* *Entry of a Recovery with six Vouchers, the Parties* * 350
in Person.

Lincolnshire, JONATHAN Stubblehill, Gent. in his
to wit, proper Person demandeth against *Salathiel*
Carney, Gent. the Manors of G. L. and A. with
the Appurtenances, and the Scite of the Manor of
D. with the Appurtenances, as also twenty Messuages,
twelve Tofts, four Mills, twenty Dovehouses, thirty
Gardens, two Thousand Acres of Land, three Hun-
dred Acres of Meadow, one Thousand and five
Hundred Acres of Pasture, one Hundred and fifty
Acres of Wood, two Hundred Acres of Moor, two
thousand Acres of Marsh, one Hundred and fifty
Acres of Land covered with Water, ten Pounds
Thirteen Shillings and Four-pence Rent, Common of
Pasture for all and all Manner of Cattle, Common
of Turbary, Common of Estovers, Pasture for one
Hundred Oxen and four Hundred and fifty Sheep,
free Fishery in the Water of *L.* a Fair and Market,
View of Frankpledge, Goods and Chattels of Felons
and Fugitives, with the Appurtenances, in *G. L. A. C.*
F. and R. and also the Rectories of *G. L. C. and R.*
and Prebend of the Church of *L.* with the Appurte-
nances, and also the Advowsons of the Vicarages of
the Churches of *A. and F.* as his Right and Inheri-
tance, and into which the same *Salathiel* hath not
Entry but after the Disseisin, which *Hugh Hunt* there-
of unjustly and without Judgment hath made to
the said *Jonathan* within thirty Years, &c. And
whereupon he saith, that he was seised of the Manors,
Scite, Tenements, Rent, Commons, Pasture, free
Fishery, Fair, Market, View of Frankpledge, Goods
and Chattels of Felons and Fugitives, Rectories and
Prebend aforesaid, with the Appurtenances, in his
Demefne, as of Fee and Right, and of the Advowsons
aforesaid, as of Fee and Right in Time of Peace, in
the Time of our Lord the King that now is, by
taking

* 351

OF RECOVERIES.

Count against
the second
Vouchee.

* 352

Count against
the second
Vouchee.

‘ taking the Profits thereof to the Value, &c. and into
‘ which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Salathiel* in his proper Person cometh
‘ and defendeth his Right, when, &c. And thereupon
‘ voucheth to Warranty *Uriah Turbervil*, Gent. who is
‘ present here in Court in his proper Person, and freely
‘ warranteth the Manors, Scite, Tenements, Rent,
‘ Commons, Pasture, free Fishery, Fair, Market, View
‘ of Frankpledge, Goods and Chattels of Felons and
‘ Fugitives, Rectories and Prebend aforesaid, with the
‘ Appurtenances and the Advowsons aforesaid, to the
‘ said *Salathiel*, &c. And hereupon the said *Jonathan*
‘ demandeth against the said *Uriah*, Tenant by his own
‘ Warranty, the Manors, Scite, Tenements, Rents,
‘ Commons, Pasture, free Fishery, Fair, Market, View
‘ of Frankpledge, Goods and Chattels of Felons and
‘ Fugitives, Rectories and Prebend aforesaid, with the
‘ Appurtenances and Advowsons aforesaid, in Manner
‘ aforesaid, &c. And whereupon the faith, that he
‘ * was seised of the Manors, Scite, Tenements, Rent,
‘ Common, Pastures, free Fishery, Fair, Market, View
‘ of Frankpledge, Goods and Chattels of Felons and
‘ Fugitives, Rectories and Prebend aforesaid, with the
‘ Appurtenances, in his Demesne, as of Fee and Right,
‘ in Time of Peace, in the Time of our Lord the King
‘ that now is, by taking the Profits thereof to the
‘ Value, &c. and into which, &c. and thereof he
‘ bringeth Suit, &c.

‘ And the said *Uriah* Tenant by his own Warranty
‘ defendeth his Right, when, &c. And thereupon fur-
‘ ther voucheth to Warranty *Andrew Mitcham*, Gent.
‘ who is likewise present here in Court in his proper
‘ Person, and freely warranteth the Manors, Scite,
‘ Tenements, Rent, Commons, Pasture, free Fishery,
‘ Fair, Market, View of Frankpledge, Goods and
‘ Chattels of Felons and Fugitives, Rectories and
‘ Prebend aforesaid, with the Appurtenances and Ad-
‘ vovsons aforesaid, to the said *Uriah*, &c. And here-
‘ upon the said *Jonathan* demandeth against the said
‘ *Andrew*, Tenant by his own Warranty, the Manors,
‘ Scite, Tenements, Rent, Commons, Pasture, free
‘ Fishery, Fair, Market, View of Frankpledge, Goods
‘ and Chattels of Felons and Fugitives, Rectories and
‘ Prebend

OF RECOVERIES.

Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of * Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

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And the said *Andrew Tenant* by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Conrade Arpin*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Andrew*, &c. And hereupon the said *Jonathan*

Count against
the third
Vouchee.

demandeth against the said *Conrade*, Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and * Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

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And

OF RECOVERIES.

Count against
the fourth
Vouchee.

* 355

Count against
the fifth
Vouchee.

‘ And the said *Conrade* Tenant by his own Warranty defendeth his Right when, &c. And thereupon further voucheth to Warranty *Silvester Parsons*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Conrade*, &c. And hereupon the said *Jonathan* demandeth against the said *Silvester*, Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith, that he was seised of the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances, in * his Demesne, as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereof he bringeth Suit, &c.

‘ And the said *Silvester* Tenant by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Abraham Goring*, Gent. who is also present here in Court in his proper Person, and freely warranteth the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, to the said *Silvester*, &c. And hereupon the said *Jonathan* demandeth against the said *Abraham*, Tenant by his own Warranty, the Manors, Scite, Tenements, Rent, Commons, Pasture, free Fishery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforesaid, with the Appurtenances and Advowsons aforesaid, in Manner aforesaid,

OF RECOVERIES.

‘aforesaid, &c. And whereupon he saith, that he was
 ‘seised of the Manors, Scite, Tenements, Rent, Com-
 ‘mons, Pasture, free Fishery, Fair, Market, View of
 ‘Frankpledge, Goods and Chattels of Felons and
 ‘Fugitives, Rectories and Prebend aforesaid, with the
 ‘Appurtenances, in his Demefne, as of Fee and Right,
 ‘and of the Advowsons aforesaid, as of Fee and Right,
 ‘* in Time of Peace, in the Time of our Lord the
 ‘King that now is, by taking the Profits thereof to the
 ‘Value, &c. and into which, &c. and thereof he
 ‘bringeth Suit, &c.

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‘And the said *Abraham* Tenant by his own Warranty
 ‘defendeth his Right, when, &c. And thereupon fur-
 ‘ther voucheth to Warranty *Thomas Francis Martin*,
 ‘who is also present here in Court in his proper Person,
 ‘and freely warranteth the Manors, Scite, Tenements,
 ‘Rent, Commons, Pasture, free Fishery, Fair, Market,
 ‘View of Frankpledge, Goods and Chattels of Felons
 ‘and Fugitives, Rectories and Prebend aforesaid, with
 ‘the Appurtenances and Advowsons aforesaid, to the
 ‘said *Abraham*, &c. And hereupon the said *Jonathan* Count against
 ‘demandeth against the said *Thomas Francis*, Tenant the common
 ‘by his own Warranty, the Manors, Scite, Tenements, Vouches.
 ‘Rent, Commons, Pasture, free Fishery, Fair, Market,
 ‘View of Frankpledge, Goods and Chattels of Felons
 ‘and Fugitives, Rectories and Prebend aforesaid, with
 ‘the Appurtenances and Advowsons aforesaid, in
 ‘Manner aforesaid, &c. And whereupon he saith,
 ‘that he was seised of the Manors, Scite, Tenements,
 ‘Rent, Commons, Pasture, free Fishery, Fair, Market,
 ‘View of Frankpledge, Goods and Chattels of Felons
 ‘and Fugitives, Rectories and Prebend aforesaid, with
 ‘the Appurtenances, in his Demefne, as of Fee and
 ‘Right, and of the Advowsons aforesaid, as of Fee and
 ‘Right, in Time of Peace, in the Time of our Lord
 ‘the King that now is, by taking the Profits thereof to
 ‘the Value, &c. and * into which, &c. and thereof he
 ‘bringeth Suit, &c.

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‘And the said *Thomas Francis* Tenant by his own
 ‘Warranty defendeth his Right, when, &c. and saith,
 ‘that the said *Hugh* did not disseise the said *Jonathan*
 ‘of the Manors, Scite, Tenements, Rent, Commons,
 ‘Pasture, free Fishery, Fair, Market, View of Frank-
 ‘pledge, Goods and Chattels of Felons and Fugitives,
 ‘Rectories

OF RECOVERIES.

‘ Rectories and Prebend aforefaid, with the Appurtenances, and of the Advowfons aforefaid, as the faid *Jonathan* by his Writ and Declaration aforefaid above doth fuppoſe; and of this he putteth himſelf upon the Country, &c.

‘ And the faid *Jonathan* thereupon craveth Leave to imparl, and he hath it, &c. And afterwards the faid *Jonathan* cometh again here into Court in this ſame Term in his proper Perſon, and the faid *Thomas Francis*, although ſolemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is conſidered, that the faid *Jonathan* do recover his Seiſin againſt the faid *Salathiel* of the Manors, Scite, Tenements, Rent, Commons, Paſture, free Fiſhery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories, and Prebend aforefaid, with the Appurtenances, and of the Advowfons aforefaid, and that the faid *Salathiel* have of the Land of the faid *Uriah* to the Value, &c. And further, that the faid *Uriah* have of the Land of the faid *Andrew* to the Value, &c. And further, that the faid *Andrew* have over of the Land * of the faid *Conrade* to the Value, &c. And further that the faid *Conrade* have over of the Land of the faid *Silveſter* to the Value, &c. And further, that the faid *Silveſter* have over of the Land of the faid *Abraham* to the Value, &c. And furthermore, that the faid *Abraham* have over of the Land of the faid *Thomas Francis* to the Value, &c. And the faid *Thomas Francis* in Mercy, &c. And hereupon the faid *Jonathan* prays a Writ of the Lord the King, to be directed to the Sheriff of the County aforefaid, to cauſe full Seiſin of the Manors, Scite, Tenements, Rent, Commons, Paſture, free Fiſhery, Fair, Market, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Rectories and Prebend aforefaid, with the Appurtenances, and of the Advowfons aforefaid, to be delivered to him, and it is granted to him, returnable here forthwith, &c. Afterwards, that is to ſay, on the twelfth Day of *February* in this ſame Term the faid *Jonathan* cometh here into Court in his proper Perſon, and the Sheriff, namely Sir *T. M. Knt.* now returneth

OF RECOVERIES.

‘ returneth that he, by virtue of the aforefaid Writ to
 ‘ him directed, on the ninth Day of the fame Month
 ‘ of *February* laſt paſt, cauſed full Seiſin of the Manors,
 ‘ Scite, Tenements, Rent, Commons, Paſture, free
 ‘ Fiſhery, Fair, Market, View of Frankpledge, Goods,
 ‘ and Chattels of Felons and Fugitives, Rectories and
 ‘ Prebend aforeſaid, with the Appurtenances and of
 ‘ the Advowſons aforeſaid, to be delivered to the
 ‘ aforeſaid *Jonathan*, * as by the ſaid Writ he was
 ‘ commanded, &c.

After you have drawn out the Recovery, you are
 to enter it on a Plea-Roll, which you may have out of
 the Prothonotary's Office.

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You are then to exemplify it on Parchment or
 Vellum, ſtamped with a double *ſs.* Stamp, in the
 following Form :

*The Exemplification of a Recovery where the Parties
 appear in Perſon at the Bar, and the Writ of Seiſin
 is returned at the Time of the Teſte of the Exem-
 plification.*

GEORGE the Third, by the Grace of God, of *Great
 Britain, France, and Ireland*, King, Defender of
 the Faith, &c. To all to whom theſe Our preſent Letters ſhall come, Greeting: Know ye, that among
 the Pleas of Land inrolled at *Weſtminſter* before Sir *William de Gréy*, Knt. and his Companions, our Juſtices
 of the Bench, ^a on the, &c. (*the Return of the Writ of
 Entry*) in the Term of _____ in the _____ Year
 of our Reign, upon the _____ Roll (*the Number
 of the Roll or Rolls, on which the Recovery is entered*)
 it is thus contained :

‘ *Kent*,

* When the Recovery is ſuffered at Bar, infer the Return of
 the Writ of Entry.

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* *Kent, to wit, ' MARMADUKE Stevenson, Gent. in*
his proper Person demandeth
against Matthew Wilson, Gent. the Honor of A. with
the Appurtenances, the Castle of B. with the Ap-
purtenances, the Manor of C. with the Appurtenances,
the Forest of D. with the Appurtenances, the Chase
of E. with the Appurtenances, and the Park of F.
with the Appurtenances, and the Scite of the late
Monastery of K. with the Appurtenances, and also
forty Messuages, twenty Cottages, thirty Tofts, ten
Mills, sixty Dovehouses, fifty Gardens, six Thousand
Acres of Land, six Hundred Acres of Meadow, ten
Thousand Acres of Pasture, two Thousand Acres of
Wood, four Thousand Acres of salt Marsh, eighty
Pounds Rent, and the Rent of one Thousand five
Hundred Cocks, and two Thousand Hens, with
the Appurtenances, and also the Office of Bailiff
of C. with the Appurtenances, and Common of
Pasture for all and all-Manner of Cattle, and three
Wharfs and four Keys, with the Appurtenances, and
also a Fair and Market, with the Appurtenances,
and Court-Leet, Court-Baron, and View of Frank-
pledge, with the Appurtenances, and Goods and
Chattels of Felons and Fugitives, Felons of them-
selves, Estrays, Deodands, and Goods and Chattels
waived, and of Persons outlawed and put in Exigent,
also the Recoveries of A. B. C. D. E. and F. with
the Appurtenances, and all Manner of Tithes to the
*said Rectories belonging and appertaining, in A. * B.*
C. D. E. F. and H. as his Right and Inheritance, and
into which the said Matthew has not Entry but after
the Disseisin, which Hugh Hunt thereupon unjustly
and without Judgment made to the aforesaid Marmaduke
within thirty Years, &c. And whereupon he
says, that he was seised of the aforesaid Honor,
Castle, Manor, Forest, Chase, Park, Scite, Tene-
ments, Rents, Office, Common, Wharfs, Keys, Fair,
Market, Court-Leet, Court-Baron, View of Frank-
pledge, Goods and Chattels of Felons and Fugitives,
Felons of themselves, Estrays, Deodands, Goods and
Chattels waived, and of Persons outlawed and put in

* 361

* *Exigent,*

OF RECOVERIES.

Exigent, and Rectories aforesaid, with the Appurtenances, and of the Tithes aforesaid, in his Demefne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c. And the aforesaid *Matthew*, in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty *Joseph Philpot*, Esq; who is present here in Court in his proper Person, and freely warranteth the aforesaid Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid, with * the Appurtenances, and also the Tithes aforesaid, to the said *Matthew*, &c. And here-
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 upon the aforesaid *Marmaduke* demandeth against the said *Joseph*, Tenant by his own Warranty, the afore-
 said Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also the Tithes aforesaid, in Manner aforesaid, &c. And whereupon he says, that he was seised of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Commons, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also of the Tithes aforesaid, in his Demefne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And

OF RECOVERIES.

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Count against
the second
Vouchee.

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‘ And the aforefaid *Joseph* Tenant by his own
‘ Warranty defendeth his Right, when, &c. And there-
‘ upon further voucheth to Warranty *Martin Lyfter*,
‘ Esq; who is * likewise present here in Court in his
‘ proper Person, and freely warranteth the aforefaid
‘ Honor, Castle, Manor, Forest, Chase, Park, Scite,
‘ Tenements, Rents, Office, Common, Wharfs, Keys,
‘ Fair, Market, Court-Leet, Court-Baron, View of
‘ Frankpledge, Goods and Chattels of Felons and
‘ Fugitives, Felons of themselves, Estrays, Deodands,
‘ Goods and Chattels waived, and of persons outlawed
‘ and put in *Exigent*, and Rectories aforefaid, with the
‘ Appurtenances, and also the Tithes aforefaid to the
‘ faid *Joseph*, &c. And hereupon the aforefaid *Mar-*
‘ *maduke* demandeth against the faid *Martin*, Tenant
‘ by his own Warranty, the Honor, Castle, Manor,
‘ Forest, Chase, Park, Scite, Tenements, Rents, Office,
‘ Common, Wharfs, Keys, Fair, Market, Court-Leet,
‘ Court-Baron, View of Frankpledge, Goods and
‘ Chattels of Felons and Fugitives, Felons of them-
‘ selves, Estrays, Deodands, Goods and Chattels waived,
‘ and of Persons outlawed and put in *Exigent*, and
‘ Rectories aforefaid, with the Appurtenances, and
‘ also the Tithes aforefaid, in Manner aforefaid, &c.
‘ And whereupon he says, that he was seised of the
‘ Honor, Castle, Manor, Forest, Chase, Park, Scite,
‘ Tenements, Rents, Office, Common, Wharfs, Keys,
‘ Fair, Market, Court-Leet, Court-Baron, View of
‘ Frankpledge, Goods and Chattels of * Felons and
‘ Fugitives, Felons of themselves, Estrays, Deodands,
‘ Goods and Chattels waived, and of Persons outlawed
‘ and put in *Exigent*, and Rectories aforefaid, with the
‘ Appurtenances, and also * of the Tithes aforefaid,
‘ in his Demefne, as of Fee and Right, in Time of
‘ Peace, in the Time of our Lord the King that now
‘ is, by taking the Profits thereof to the Value, &c.
‘ and into which, &c. and thereupon he bringeth Suit,
‘ &c.

‘ And the aforefaid *Martin* Tenant by his own
‘ Warranty defendeth his Right, when, &c. And
‘ thereupon further voucheth to Warranty *Luke Edolph*,
‘ Gent. who is likewise present here in Court in his
‘ proper Person, and freely warranteth the Honor,
‘ Castle,

OF RECOVERIES.

' Castle, Manor, Forest, Chase, Park, Scite, Tenements,
 ' Rents, Office, Common, Wharfs, Keys, Fair, Market,
 ' Court-Leet, Court-Baron, View of Frankpledge,
 ' Goods and Chattels of Felons and Fugitives, Felons
 ' of themselves, Estrays, Deodands, Goods and Chattels
 ' waived, and of Persons outlawed and put in *Exigent*,
 ' and Rectories aforesaid, with the Appurtenances, and
 ' also the Tithes aforesaid, to the said *Martin*, &c.
 ' And hereupon the aforesaid *Marmaduke* demandeth Count against
 ' against the said *Luke*, Tenant by his own Warranty, third Vou-
 ' the Honor, Castle, Manor, Forest, Chase, Park, Scite, chee.
 ' Tenements, Rents, Office, Common, Wharfs, Keys,
 ' Fair, Market, Court-Leet, Court-Baron, View of
 ' Frankpledge, Goods and Chattels of Felons and
 ' Fugitives, Felons of themselves, Estrays, Deodands,
 ' Goods and Chattels waived, and of Persons outlawed
 ' and put in *Exigent*, and Rectories aforesaid, with the
 ' Appurtenances, and also the Tithes aforesaid, in
 ' Manner aforesaid, &c. And whereupon he says,
 ' * that he was seised of the Honor, Castle, Manor,
 ' Forest, Chase, Park, Scite, Tenements, Rents, Office,
 ' Common, Wharfs, Keys, Fair, Market, Court-Leet,
 ' Court-Baron, View of Frankpledge, Goods and
 ' Chattels of Felons and Fugitives, Felons of them-
 ' selves, Estrays, Deodands, Goods and Chattels waived,
 ' and of Persons outlawed and put in *Exigent*, and
 ' Rectories aforesaid, with the Appurtenances, and also
 ' of the Tithes aforesaid, in his Demesne, as of Fee
 ' and Right, in Time of Peace, in the Time of our
 ' Lord the King that now is, by taking the Profits
 ' thereof to the Value, &c. and into which, &c. and
 ' thereupon he bringeth Suit, &c.
 ' And the aforesaid *Luke* Tenant by his own War-
 ' ranty defendeth his Right, when, &c. And thereupon
 ' further voucheth to Warranty *Thomas Francis Martin*,
 ' who is also present here in Court in his proper Person,
 ' and freely warranteth the Honor, Castle, Manor,
 ' Forest, Chase, Park, Scite, Tenements, Rents, Office,
 ' Common, Wharfs, Keys, Fair, Market, Court-Leet,
 ' Court-Baron, View of Frankpledge, Goods and
 ' Chattels of Felons and Fugitives, Felons of them-
 ' selves, Estrays, Deodands, Goods and Chattels waived,
 ' and of Persons outlawed and put in *Exigent*, and
 ' Rectories

OF RECOVERIES.

Count against
the Common
Vouchee.

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‘ Rectories aforesaid, with the Appurtenances, and
‘ also the Tithes aforesaid, to the said *Luke*, &c. And
‘ hereupon the aforesaid *Marmaduke* demandeth against
‘ the said *Thomas Francis*, Tenant by his own War-
‘ ranty, the Honor, Castle, Manor, Forest, Chase,
‘ Park, Scite, Tenements, * Rents, Office, Common,
‘ Wharfs, Keys, Fair, Market, Court-Leet, Court-
‘ Baron, View of Frankpledge, Goods and Chattels of
‘ Felons and Fugitives, Felons of themselves, Estrays,
‘ Deodands, Goods and Chattels waived, and of Per-
‘ sons outlawed and put in *Exigent*, and Rectories
‘ aforesaid, with the Appurtenances, and also of the
‘ Tithes aforesaid, in Manner aforesaid, &c. And
‘ whereupon he says, that he was seised of the Honor,
‘ Castle, Manor, Forest, Chase, Park, Scite, Tenements,
‘ Rents, Office, Common, Wharfs, Keys, Fair, Market,
‘ Court-Leet, Court-Baron, View of Frankpledge,
‘ Goods and Chattels of Felons and Fugitives, Felons
‘ of themselves, Estrays, Deodands, Goods and Chattels
‘ waived, and of Persons outlawed and put in *Exigent*,
‘ and Rectories aforesaid, with the Appurtenances, and
‘ also of the Tithes aforesaid, in his Demefne, as of
‘ Fee and Right, in Time of Peace, in the Time of our
‘ Lord the King that now is, by taking the Profits
‘ thereof to the Value, &c. and into which, &c. And
‘ thereupon he bringeth Suit, &c.

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‘ And the aforesaid *Thomas Francis* Tenant by his
‘ own Warranty defendeth his Right, when, &c. and
‘ saith, that the aforesaid *Hugh* did not disseise the said
‘ *Marmaduke* of the Honor, Castle, Manor, Forest,
‘ Chase, Park, Scite, Tenements, Rents, Office, Com-
‘ mon, Wharfs, Keys, Fair, Market, Court-Leet,
‘ Court-Baron, View of Frankpledge, Goods and
‘ Chattels of Felons and Fugitives, Felons of them-
‘ selves, Estrays, Deodands, Goods and Chattels waived,
‘ and * of Persons outlawed and put in *Exigent*, and
‘ Rectories aforesaid, with the Appurtenances, and also
‘ of the Tithes aforesaid, as the said *Marmaduke* by his
‘ Writ and Declaration aforesaid above doth suppose;
‘ and of this he putteth himself upon the Country,
‘ &c.

‘ And the aforesaid *Marmaduke* thereupon craveth
‘ Leave to imparl, and he hath it, &c. And after-
‘ wards

OF RECOVERIES.

wards the said *Marmaduke* cometh again here into Court in this same Term in his proper Person, and the aforesaid *Thomas Francis*, although solemnly called, cometh not again, but departed in Contempt of the Court, and maketh Default: Therefore it is considered, that the aforesaid *Marmaduke* do recover his Seisin against the said *Matthew* of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid with the Appurtenances, and also of the Tithes aforesaid, and that the said *Matthew* have of the Land of the aforesaid *Joseph* to the Value, &c. And that the said *Joseph* have over of the Land of the aforesaid *Martin* to the Value, &c. And that the said *Martin* have over of the Land of the aforesaid *Luke* to the Value, &c. And that the said *Luke* have over of the Land of the aforesaid *Thomas Francis*, to the Value, &c. And the said *Thomas Francis*, in Mercy * &c. And hereupon the said *Marmaduke* prays the Writ of our Lord the King, to be directed to the Sheriff of the County aforesaid, to cause him to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in *Exigent*, and Rectories aforesaid, with the Appurtenances, and also of the Tithes aforesaid, and it is granted to him, returnable here without Delay, &c. Afterwards, to wit, on the 12th Day of *February* in this same Term, the aforesaid *Marmaduke* cometh here into Court in his proper Person, and the Sheriff, to wit, Sir *A. L. Knt.* now returneth that he, by virtue of the aforesaid Writ to him directed, on the ninth Day of *February* last past, caused the said *Marmaduke* to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements,

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* Or forthwith.

OF RECOVERIES.

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‘ Tenements, Rents, Office, Common, Wharfs, Keys,
 ‘ Fair, Market, Court-Leet, Court-Baron, View of
 ‘ Frankpledge, Goods and Chattels of Felons and Fu-
 ‘ gitives, Felons of themselves, Estrays, Deodands,
 ‘ Goods and Chattels waived, and of Persons outlawed
 ‘ and put in *Exigent*, and Rectories aforesaid, with the
 ‘ Appurtenances, and also of the Tithes aforesaid, as
 ‘ by the said Writ he was commanded, &c. All and
 ‘ singular which Premises, at the Request of the said
 ‘ * *Marmaduke*, we have caused to be exemplified, by the
 ‘ Tenor of these Presents. *In witness* whereof we
 ‘ have caused our Seal, appointed to seal Writs in the
 ‘ Bench aforesaid, to be affixed to these Presents.
 ‘ Witness Sir *William De Grey*, Knt. at *Westminster*
 ‘ the——Day of——in the——Year of our Reign.

Of the Teste
 of the Exem-
 plification.

The Recovery is generally exemplified the same Term it is suffered; the Exemplification must bear Teste some Day in Term, and after the Return of the Writ of Seisin, unless you shall be obliged to make the Writ of Seisin returnable in the next Term after the Recovery suffered, as you will see in the Directions hereafter given for making out and returning the Writ of Seisin; and then you teste the Exemplification the last Day of the Term the Recovery was suffered.

How when
 the Writ of
 Seisin is re-
 turnable of a
 subsequent
 Term.

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When the Writ of Seisin is returnable in the subse-
 quent Term, you cannot enter the Sheriff's Return of
 of the Writ in the Body of the Exemplification; it
 would be absurd to make the Exemplification of *Mich-*
aelmas Term, and therein to state a Matter done in Court
 the *Hilary* Term following; therefore in such Case you
 only enter the Award of the Writ of Seisin, as thus,
 after the Words, *In Mercy*, &c. *And hereupon the said*
M. prays the Writ of our Lord the King, to be directed to
the Sheriff of the County aforesaid, to cause him to have
full Seisin of the Honor, Castle, Manor, Forest, Chase,
*Park, Scite, Tenements, * Rents, Office, Common,*
Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron,
View of Frankpledge, Goods and Chattels of Felons and Fu-
gitives, Felons of themselves, Estrays, Deodands, Goods
and Chattels waived, and of Persons outlawed and put in
Exigent, and Rectories aforesaid, with the Appurtenances,
and also of the Tithes aforesaid, and it is granted to him,
returnable

OF RECOVERIES.

returnable on the Octave of St. Hilary, &c. all and singular which Premises, at the Request of the said M. by the Tenor of these Presents, we have commanded to be exemplified, &c. as before.

And then, upon the Folding up of the Exemplification, you enter the Sheriff's Return thus: *At which Day the aforesaid M. (the Demandant) comes here in his proper Person, and the Sheriff, to wit, Sir A. L. Knt. now returneth that he, by virtue of the aforesaid Writ to him directed on the — Day of — last past, (as to the Day, vide before the Return of the Writ of Seisin) caused the said M. to have full Seisin of the Honor, Castle, Manor, Forest, Chase, Park, Scite, Tenements, Rents, Office, Common, Wharfs, Keys, Fair, Market, Court-Leet, Court-Baron, View of Frankpledge, Goods and Chattels of Felons and Fugitives, Felons of themselves, Estrays, Deodands, Goods and Chattels waived, and of Persons outlawed and put in Exigent, and Rectories aforesaid, with the Appurtenances, and of the Tithes aforesaid, as by the said Writ he was commanded, &c.*

The Exemplification being thus prepared, you make out a Writ of seisin in this Form:

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Writ of Seisin.

GEORGE the Third, by the Grace of God, of Great Britain, France, and Ireland, King, Defender of the Faith, &c. To the Sheriff of Yorkshire, Greeting: Now you, that E. G. Esq; in Court before our Justices at *Westminster*, has recovered his Seisin against B. Gent. of one Messuage and twenty Acres of Land, with the Appurtenances in C. by our Writ of *Entry Sur Disseisin in le post*: And therefore we command you, that without Delay you cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said E. and in what Manner you shall have executed this our Precept, you make to appear to our Justices at *Westminster*, on the Octave of St. Hilary, and have you there this Writ. Witness Sir William De Grey, Knt. at *Westminster*, the twentieth Day of November in the twelfth Year of our reign.

Mainwaring.

OF RECOVERIES.

This Writ should bear Tette the fourth Day inclusive after the Return of the Writ of Entry, or last Writ of Summons, when the Vouchee comes in by Summons.

There ought to be fifteen Days between the Tette and Return of this Writ.

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* If the Writ of Entry or last Writ of Summons (when you proceed by Summons) is returnable too late in the Term, that you cannot make your Writ of Seisin returnable in that Term, then you make it returnable *indilate*, without Delay.

If the Writ of Entry or last Writ of Summons be returnable the last Return of a Term, then the Writ of Seisin must be returnable the first Return of next Term, unless the next Term be *Trinity Term*, and then it must be returnable on the second Return of that Term, because there are not 15 Days between the last Day of *Easter Term*, and the Morrow of the *Holy Trinity*.

This Writ is to be signed by the Prothonotary, and sealed at the Seal-Office; you do not pay the Prothonotary for signing it till he signs the Exemplification.

Then you get it, together with the Writ of Entry returned at the Return-Office, as before directed.

The Return of the Writ of Seisin.

* 373

By virtue of this Writ to me directed † on the sixth Day of *December*, in the Year within written, caused full Seisin of * the Tenements within specified with the Appurtenances, to be delivered to the within named *E.* as I am within commanded *E.* as I am within commanded.

Sir L. P. Bart. Sheriff

After the Recovery is passed at Bar, the Writ of Entry sued out and passed through the Offices, as before directed, the whole Proceedings entered on the Plea Roll, the Exemplification ingrossed, and the Writ of Seisin

† Any Day, not being *Sunday*, after the Tette of Writ, so a man might be reasonably supposed to have been capable of riding from *Westminster* to the Place where the Land lay, and back again, within that Time: for which Purpose ten Days reasonable Time, if the Land lay in the furthest Part of *England*

OF RECOVERIES.

Seisin made out, signed, sealed and returned, you carry the Roll or Rolls, Writ of Entry, and Exemplification, to the Prothonotary's Office; there you enter the *Præcipe*, and the Teste and Return of the Writ of Entry, on the Recovery Remembrance Roll, in this Manner, according to the Nature of the Case, in a large Hand.

Devonshire, ' **COMMAND C. F.** that justly, &c. Entry of the
to wit. ' he render to *W. M. Esq*; four Mes- *Præcipe* on
' suages, four Gardens, two Hundred Acres of Land, the Remem-
' one Hundred Acres of Meadow, three Hundred Acres brance.
' of Pasture, forty Acres of Wood, and three Hun-
' dred Acres of Furze and Heath, with the Appurte-
' nances, in *E.* which he claimeth, &c. (*Now in a*
' *Small Hand*) Writ of Entry returnable on the *Octave*
' of *St. Hilary*. Witnessed the sixth Day of *January*.
' Pledges of prosecuting, *John Doe* * and *Richard Roe*.
' Summons, *John Denn* and *Richard Fenn*. * 374
A. G. Esq; Sheriff.

Tenant in Person vouches to Warranty,
Thomas Francis Martin.

Vide antea, for other *Præcipes*.

You then docket it on the Docket-Roll of that Term in the Prothonotary's Office, in the Manner you will see others docketed, as thus:

Entry in *le Post*, 2 Vouch. in Person.

Bedfordshire, *Darrire*, in Person, }
Pyne, Gentleman, } Roll 26.
in Person.

Then the Prothonotary will sign the Exemplification, and return you the same Back with the *Præcipe*, but he keeps the Writs, and Rolls, after which you are to get the Exemplification sealed, and deliver it to your Client.

[The Prothonotary keeps the Writs and Rolls in his Office for six or eight Terms, then takes care to file the former

OF RECOVERIES.

former with the *Custos Brevium*, and the Rolls he delivers to the Clerk of the Warrants, who puts them in Bundles into the Common Pleas Treasury at *Westminster*.]

Prothonotary
to see that

* 375
Writs, &c.
be returned,
and to file
them.

To see that
the Writ of
Entry be
signed by the
Attorney General.

Exemplification
not to
be sealed till
signed.

When the Prothonotaries examine and sign the Exemplification of Recoveries, they are to cause all the Writs, being sealed and * duly returned, and all the Warrants of Attorney thereupon taken without Writ, to be left in their Hands to be filed, with the usual Fees for filing the same, without *Post Terminus*, *Mich.* 29 *Car.* 2.

The Prothonotary, when he signs the Exemplification of a Common Recovery, is to see that the Writ of Entry be signed by the Attorney General; and if it be not, he is not to sign the Exemplification. *Pasch.* 30 *Car.* 2. *Pasch.* 34 *Car.* 2.

No Exemplification of any Common Recovery, or other Record, which ought to be examined and signed by the Prothonotary, shall be sealed before the same hath been signed by the Prothonotary. *Mich.* 1654.

No Exemplification (except Exemplifications of Fines and Common Recoveries of the present or next preceding Terms) shall be sealed before they be first signed and examined by the Clerk of the Treasury. *Same Rule.*

Of suffering a Common Recovery where the Tenant appears by Attorney.

• **W**HERE the Tenant cannot conveniently appear in Person, by reason of Sicknefs or Distance, he must make a Warrant of Attorney, and acknowledge the same either before the Chief Justice of the Court of Common Pleas, or the Justices of Assize where the Lands lie, or before Commissioners appointed by Writ of *Dedimus Potestatem*.

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* If the Tenant can attend a Judge to acknowledge the Warrant of Attorney you draw up the *Præcipe* and Warrant of Attorney in Parchment, in this Form:

Warwickshire

OF RECOVERIES.

Warwickshire, 'COMMAND *A. B.* that justly, &c. he render to *J. B.* the Manor of *Q.* with the Appurtenances, ten Messuages, and twenty Acres of Land, with the Appurtenances, in *H.* which he claims, &c. Præcipe and Warrant of Attorney for the Tenant to be acknowledged before a Judge.

Suffolk, 'A. B. puts in his Place *E. F.* and *G. P.* his Attornies, jointly and severally against *J. B.* to gain or lose in a Plea of Land.

A. B.

Taken and acknowledged on the
_____ Day of _____ in the
thirteenth Year of the Reign
of King George the Third,
before Henry Gould.

It is usual to make two Attornies, jointly and severally, that if one die the other may proceed.

You must make a Copy of this on Paper to leave with the Judge. You attend with the Tenant on a Judge, who will take the Confessance, and sign it; the Parchment, *Præcipe* and Warrant being signed, you bring away, but leave the Paper Copy with the Judge's Clerk.

* You then get the Recovery passed at Bar; bespeak the Writ of Entry, compound it, get it signed and returned, as before, and prepare the Writ of Seisin, Entry on the Roll, and Exemplification, &c.

* 377

If the Tenant cannot attend a Judge to acknowledge the Warrant of Attorney, you must sue out a *Dedimus Potestatem* to take the Warrant of Attorney of the Tenant, in which Case you make a *Præcipe* for the Curator in this Manner:

Præcipe for a Dedimus Potestatem, to take the
Warrant of Attorney for the Tenant..

Kent, to wit, 'COMMAND *William Spencer*, Gent. *Præcipe* for that justly, &c. he render to *Thomas Dedimus Spencer*, Gent. two Messuages, one Dovehouse, three Porestatem Gardens, to take the

OF RECOVERIES.

Warrant of ' Gardens, seventy Acres of Land, ten Acres of Mea-
 Attorney for ' dow, and ten Acres of Pasture, with the Appurte-
 a Tenant. ' nances, in the Parishes of Hemhill, Boston under the
 ' Bleane, Feversham, and St. Paul which he claims,
 ' &c.'

Sir William Mean, Knt.
 Sir Edw. Masters, Knt.
 Geo. Bingham,
 Robert Beake,
 John Jacob,
 Tho. Marsh,

Dedimus directed to be

} Gent.

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One of the Commissioners should always be a Knight, but if you name four others * the Cursitors insert a Knight of Course, though he seldom attends the Conusance.

Then ingross the *Præcipe*, Warrant of Attorney and Caption, on Parchment in the same Manner as where it is to be acknowledged before a Judge, and let the Tenant sign it; deliver the *Dedimus Potestatem* and Warrant of Attorney to the Commissioners, and let the Ternant acknowledge the same before them, whereupon they will sign the Caption, and annex the Warrant of Attorney so acknowledged to the Writ of *Dedimus Potestatem*, indorsing the Return on the Back of the *Dedimus*, and sign it, in this Form:

The Execution of this Commission appears in a certain Schedule to this Commission annexed.

G. H.
 J. K.

When the *Dedimus Potestatem* is returned, you cause them to be passed at Bar with your *Præcipe*, and then deliver them to the Cursitor of the County wherein the Lands lie to make out a Transcript and *Mittimus* upon them, and also the Writ of Entry; or you may get the Transcript and *Mittimus* made out before you pass them at Bar, and then pass them at Bar, with the Transcript open and annexed, and then you proceed as in other Cases.

The

OF RECOVERIES.

The Entry of a Recovery with single Voucher, where the Tenant appears by Attorney, on a Warrant acknowledged before a Judge. * 379

Warwickshire, ' J. B. Gent. in his proper Person de-
to wit, ' J. mandeth against A. B. Gen. the
' Manor of O. with the Appurtenances, and in Mes-
' suages, and twenty Acres of Land, with the Appur-
' tenances, in H. as his Right and Inheritance, and
' into which the said A. hath not Entry but after the
' Disseisin, which Hugh Hunt thereof unjustly and
' without Judgment hath made to the aforesaid J.
' within thirty Years, &c. And whereupon he saith,
' that he was seised of the Manor and Tenements afore-
' said, with the Appurtenances, in his Demesne, as of
' Fee and Right, in Time of Peace, in the Time of
' our Lord the King that now is, by taking the Profits
' thereof to the Value, &c. and into which, &c. and
' thereupon he bringeth Suit, &c.

' And the aforesaid A. by G. F. his Attorney, cometh
' and defendeth his Right, when, &c. And thereupon
' voucheth to Warranty Thomas Francis Martin, who
' is present here in Court in his proper Person, and
' freely warranteth to him the Manor and Tenements
' aforesaid, with the Appurtenances, &c. And here-
' upon the aforesaid J. demandeth against the said
' Thomas Francis, Tenant by his own Warranty, the
*' Manor, and * Tenements aforesaid, with the Appur-*
' tenances, in Manner aforesaid, &c. And whereupon
' he says, that he was seised of the Manor and Tene-
' ments aforesaid, with the Appurtenances, in his De-
' mesne, as of Fee and Right in Time of Peace, in the
' Time of our Lord the King that now is, by taking
' the Profits thereof to the Value, &c. and into which,
' &c. and thereupon he bringeth Suit, &c. And the
' aforesaid Thomas Francis, Tenant by his own War-
' ranty, defendeth his Right, when, &c. and saith,
' that the aforesaid Hugh Hunt did not disseise the afore-
' said J. of the Manor and Tenements aforesaid,
' with the Appurtenances, as the said J. by his
' Writ and Declaration aforesaid above doth sup-
' pose; and of this he putteth himself upon the
' Country, &c. And the aforesaid J. thereupon
' craveth Leave to imparl, and he hath it,
' &c.

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OF RECOVERIES.

' &c. And afterwards the said *J.* cometh again here
 ' into Court in this same Term in his proper Person,
 ' and the aforefaid *Thomas Francis*, although solemnly
 † Or, called. † demand cometh not again, but departed in Con-
 ' tempt of the Court, and maketh Default; There-
 ' fore it is considered, that the aforefaid *J.* do recover
 ' his Seisin against the aforefaid *A.* of the Manor and
 ' Tenements aforefaid, with the Appurtenances, and
 ' the said *A.* have of the Land of the aforefaid *Thomas*
 ' *Francis* to the Value, &c. And the said *Thomas*
 ' *Francis* in Mercy, &c. And hereupon the said *J.*
 ' prays the Writ of our Lord the King, to be directed
 ' to the Sheriff of the County aforefaid, to cause him
 ' to * have full Seisin of the Manor and Tenements
 ' aforefaid, with the Appurtenances, and it is granted
 ' to him, returnable here from the Day of the Holy
 ' Trinity in three Weeks, at which Day cometh here
 ' into Court the aforefaid *J.* in his proper Person, and
 ' and the Sheriff to wit, *M. T. Esq;* now returneth,
 ' that he, by virtue of the aforefaid Writ to him di-
 ' rected, on the ——— Day of ——— last past, caused
 ' the said *J.* to have full Seisin of the Manor and Te-
 ' nements aforefaid, with the Appurtenances, as by
 ' the said Writ he was commanded, &c.'

Vide fo at
 the Note
 marked. †

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Where the Warrant of Attorney is taken by *Dedimus*
Potestatem, you enter the *Mittimus* and Transcript of
 the Writ of *Dedimus Potestatem* on the Plea-Roll, and
 then on the same Roll enter the Recovery.

Entry of a Recovery by single Voucher, where the Te-
nant appears by Attorney, on a Warrent acknow-
ledged before Commissioners by Dedimus Potestatem
(the Mittimus and Transcript in a small Secre-
tary Hand verbatim, as follows.)

Recovery
 with single
 Voucher,
 when the
 Tenant ap-
 peared by

' OUR Lord the King sent to his Justices of the
 ' Bench here is Writ of *Mittimus* closed, toge-
 ' ther with the Tenor of a certain Writ of our said
 ' Lord the King of *Dedimus Potestatem*, for receiving a
 ' Warrant of Attorney, and the Return of the same
 ' Writ

OF RECOVERIES.

' Writ, as also the Warrant of Attorney* thereupon Attorney,n
 ' received, in these Words: † George the Third, by aWarrant-
 ' the Grace of God, of *Great Britain, France, and Ire-* ken by De-
 ' land, King, Defender of the Faith, &c. To his Jus- nus Pote-
 ' tices of the Bench, Greeting: The Tenors of our tem.
 ' certain Writ of *Dedimus Potestatem*, directed to our * 38
 ' trusty and well-beloved Sir *William Man*, Knt. and * Enter he
 ' to our beloved *George Bingham* and *Robert Beake*, *Mittimus* and
 ' Gentlemen, for and concerning the receiving such Transcrit
 ' Attorney or Attornies, jointly or severally, as *Wil-* verbatim
 ' liam Spencer, Gent. would put or constitute in his
 ' Stead before the said Sir *William, George* and *Robert*,
 ' or two of them, to gain or lose against *Thomas Spen-*
 ' cer, Gent. in a Plea of Land upon our Writ of Entry
 ' *Sar Disseisin in le Poss*, depending before you, between
 ' the aforesaid *Thomas Spencer* and *William Spencer*, of
 ' two Messuages, one Dovehouse, three Gardens, sixty
 ' Acres of Land, ten Acres of Meadow, and ten Acres
 ' of Pasture, with the Appurtenances, in the Parishes of
 ' *Hemhill, Boston under the Bleane, Faversham*, and *St.*
 ' *Paul*, in the County of *Kent*, and the Return of our
 ' said Writ of *Dedimus Potestatem*, and also the War-
 ' rants of Attorney in that Behalf received, sent into
 ' our Chancery, and remaining on the Files of the
 ' same Chancery, we send to you inclosed in these
 ' Presents, commanding you, that, the Tenors afore-
 ' said being inspected, you cause further to be done
 ' therein, at the Prosecution of the said *Thomas Spen-*
 ' cer, what of Right and according to the * Law and
 ' Custom of *England* shall be meet to be done. Witness
 ' Ourself at *Westminster*, the eleventh Day of *May*
 ' in the twelfth Year of our Reign. Putland, *George*
 ' the Third, by the Grace of God, of *Great Britain*,
 ' *France and Ireland*, King, Defender of the Faith, &c.
 ' To his trusty and well-beloved Sir *William Man*,
 ' Knt. and to his beloved *George Bingham* and *Robert*
 ' *Beake*, Gentlemen, Greeting: Whereas our Writ of
 ' Entry *Sar Disseisin in le Poss*, dependeth before our
 ' Justices of the Bench, between *Thomas Spencer*,
 ' Gentleman, and *William Spencer*, Gentleman, of
 ' two Messuages, one Dovehouse, three Gardens,
 ' sixty Acres of Land, ten Acres of Meadow, and
 ' ten Acres of Pasture, with the Appurtenances, in
 ' the Parishes of *Hemhill, Boston under the Eleane, Fa-*
 ' *versham*,

OF RECOVERIES.

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‘ *versham*, and *St. Paul*, in the County of *Kent*; and
 ‘ the said *William Spencer* being, as we are informed,
 ‘ so infirm that he is not able, without great Danger
 ‘ of his Body, to travel to *Westminster* at the Day in
 ‘ the said Writ contained, to do and act those Things
 ‘ which then and there would be expedient to be done
 ‘ in the same: We, tendering the State of the said
 ‘ *William* in this Behalf, have given to you, or two
 ‘ of you, Power and Authority of receiving
 ‘ such Attorney or Attornies, jointly or severally, as
 ‘ the said *William* will put or constitute in his Stead,
 ‘ before you, or two of you, to gain or lose in the
 ‘ said Plea before our said Justices: And therefore we
 ‘ command you, or two of you, that going in Person
 ‘ to the said *William*, if he be not * able conveniently
 ‘ to come to you, you receive his Attorney or Attornies
 ‘ jointly or severally in Form aforesaid; and when
 ‘ you shall have received the said Attorney or Attornies,
 ‘ you distinctly and plainly, without Delay, certify us
 ‘ in our Chancery of the Name or Names of such
 ‘ Attorney or Attornies, under your Seals, or the
 ‘ Seals of two of you, sending back to us this Writ.
 ‘ Witness ourself at *Westminster* the third Day of
 ‘ *May* in the twelfth Year of our Reign. *Putland*.
 ‘ By the Lord Chancellor of *Great Britain*, at the
 ‘ Instance of the Demandant. *Henry Gould*. The Ex-
 ‘ ecution of this Writ appears in a Schedule hereunto
 ‘ annexed. *William Man, Robert Beake*. Received
 ‘ 6 s. 8 d. *S. Hetherington. Kent*, to wit, *William*
 ‘ *Spencer*, Gent. puts in his Place *Richard Huggins* and
 ‘ *John Gleane* his Attornies, jointly and severally,
 ‘ against *Thomas Spencer*, Gent. to gain or lose in a
 ‘ Plea of Land. *William Spencer*. Taken and ac-
 ‘ knowledged the seventh Day of *May* in the twelfth
 ‘ Year of the Reign of King *George the Third*, at the
 ‘ City of *Canterbury* before us, *William Man, Robert*
 ‘ *Beake*.

[Now in a large Hand at an Inch Distance.]

‘ *Kent*, to wit, *Thomas Spencer*, Gent. in his proper
 ‘ Person demandeth against *William Speucer*, Gent. in
 ‘ his proper Person demandeth against *William Spencer*,
 ‘ Gent.

OF RECOVERIES.

‘ Gent. two Messuages, one Dove-house, three Gardens,
 ‘ sixty Acres of Land, ten Acres of Meadow, and ten
 ‘ Acres of Pasture, with the Appurtenances, in the
 ‘ Parishes of *Hemhill, Boston under the Bleane, * Fever-*
 ‘ *sham, and St. Paul,* as his Right and Inheritance, and
 ‘ into which the said *William* has not Entry but after
 ‘ the Disseisin, which *Hugh Hunt* thereupon unjustly
 ‘ and without Judgment made to the said *Thomas*
 ‘ within thirty Years, &c. And whereupon he saith,
 ‘ that he was seised of the Tenements aforesaid, with
 ‘ the Appurtenances, in his Demesne, as of Fee and
 ‘ Right, in Time of Peace; in the Time of our Lord
 ‘ the King that now is, by taking the Profits thereof
 ‘ to the Value, &c. and into which, &c. and thereupon
 ‘ he bringeth Suit, &c.

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‘ And the aforesaid *William* by *Richard Huggins* his
 ‘ Attorney cometh and defendeth his Right, when, &c.
 ‘ And thereupon voucheth to Warranty *Thomas Francis*
 ‘ *Martin*, who is present here in Court in his proper
 ‘ Person, and freely warranteth to him the Tenements
 ‘ aforesaid, with the Appurtenances, &c. And here-
 ‘ upon the aforesaid *Thomas* demandeth against the
 ‘ said *Thomas Francis*, Tenant by his own Warranty,
 ‘ the Tenements aforesaid, with the Appurtenances, in
 ‘ Manner aforesaid, &c. And whereupon he saith, that he
 ‘ was seised of the Tenements aforesaid, with the Appur-
 ‘ tenances, in his Demesne, as of Fee and Right, in Time
 ‘ of Peace, in the Time of our Lord the King that now
 ‘ is, by taking the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereupon he bringeth Suit, &c.

‘ And the aforesaid *Thomas Francis*, Tenant by his
 ‘ own Warranty defendeth his Right, * when, &c. and
 ‘ says, that the aforesaid *Hugh* did not disseise the said
 ‘ *Thomas* of the Tenements aforesaid, with the Ap-
 ‘ purtenances, as the said *Thomas* by his Writ and
 ‘ Declaration aforesaid above doth suppose; and of
 ‘ this he putteth himself upon the Country, &c.

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‘ And the aforesaid *Thomas* thereupon craveth Leave
 ‘ to imparl, and he hath it, &c. And afterwards the
 ‘ said *Thomas* cometh again here into Court in this
 ‘ same Term in his proper Person, and the aforesaid
 ‘ *Thomas Francis*, although solemnly called, cometh
 ‘ not again, but departed in Contempt of the Court,
 ‘ and maketh Default: Therefore it is considered, that
 ‘ the

OF RECOVERIES.

‘ the aforeſaid *Thomas* do recover his Seifin againſt the
 ‘ ſaid *William* of the Tenements aforeſaid, with the
 ‘ Appurtenances; and that the ſaid *William* have of
 ‘ the Land of the aforeſaid *Thomas Francis* to the
 ‘ Value, &c. And the ſaid *Thomas Francis*, in Mercy,
 ‘ &c. And hereupon the aforeſaid *Thomas* craves the
 ‘ Writ of our Lord the King, to be directed to the
 ‘ Sheriff of the County aforeſaid, to cauſe him to
 ‘ have full Seifin of the Tenements aforeſaid, with the
 ‘ Appurtenances, and it is granted to him, returnable
 ‘ here without Delay, &c. Afterwards, to wit, on
 ‘ the ——— Day of ——— in this ſame Term, the
 ‘ aforeſaid *Thomas* cometh here into Court in his pro-
 ‘ per Perſon, and the Sheriff, to wit, Sir *W. L. Knt.*
 ‘ now returneth that he, by virtue of the ſaid Writ to
 ‘ him directed, on * the ——— Day of ——— laſt paſt,
 ‘ cauſed the aforeſaid *Thomas* to have full Seifin of the
 ‘ Tenements aforeſaid, with the Appurtenances, as by
 ‘ the ſaid Writ he was commanded.’ &c.

* 387

*Of paſſing a Recovery with double Voucher where
 the Tenant and Vouchee appear by Attorney.*

IF the Tenant and Vouchee can attend a Judge to
 acknowledge the Warrants, you draw up the *Præcipe*
 and Warrants in Parchment, in this Form :

Præcipe and Warrants of Attorney for Tenant and Vouchee to be acknowledged before a Judge.
Dorſeſhire, ‘ **COMMAND** *A. B.* that juſtly, &c. he
 ‘ to wit. ‘ render to *C. D.* three Meſſuages, and
 ‘ twenty Acres of Land, with the Appurtenances, in
 ‘ *A.* which he claims,’ &c.

Dorſeſhire, ‘ *A. B.* putteth in his Place *E. F.* and
 ‘ to wit. ‘ *G. H.* his Attornies jointly and ſeve-
 ‘ rally, againſt *C. D.* to gain or loſe in a Plea of
 ‘ Land,’ &c.

* 388

Dorſeſhire, ‘ *J. K.* whom *A. B.* voucheth to War-
 ‘ to wit. ‘ ranty putteth in his Place *L. M.* and
 ‘ *N. O.* his Attornies jointly and ſeverally, againſt
 ‘ *C. D.* to gain or loſe in a Plea of Land,’ &c.

J. K.

Taken

OF RECOVERIES.

*Taken and acknowledged the ———
Day of ——— in the ——— Year
of the Reign of King George
the Third, before Henry Gould.*

Make a Copy of this on Paper, and go along with the Tenant and Vouchee to the Judge, who will take their Conufance, and fign the Caption; the Parchment *Præcipe* and Warrants you have away with you, but the Judge's Clerk keeps the Paper Copy.

Then proceed to get the writ of Entry made out by the Curfitor, and pafs it thro' the feveral Offices, as before directed; then make out a writ of Summons in the following Form: Writ of Summons.

GEORGE the Third, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To the Sheriff of *Dorsetshire*, greeting: Summon by good Summoners *J. K.* that he be before our Juftices at *Westminfter*† from the Day of * *Eafter*, in five Weeks, to warrant to *A. B.* three Meffuages, and twenty Acres of Land, with the Appurtenances, in *E.* which *C. D.* in our Court before our Juftices at *Westminfter* claims as his Right againft the faid *A. B.* by our Writ of Entry *Sur Diffeifin in le Poft*: And whereupon the faid *A. B.* in our faid Court had vouched the aforefaid *J. K.* to be summoned in your County to warrant againft the faid *C.* And have you there the Summoners, and this Writ. Witnefs Sir *William de Grey*, Knt. at *Westminfter* † the ——— day of ——— in the twelfth Year of our Reign.

* 388

Mainwaring.

You get this writ figned by one of the Prothonotaries and then fealed.

You

† There must be four Returns from the Return of the Writ of Entry to the Return of the Writ of Summons inclusive of both, reckoning the Return of the Writ of Entry and the Return of the Wait of Summons for two of the four Returns; as if the Writ of Entry be returnable from the Day of *Easter* in fifteen Days, the Writ of Summons must be returnable from the Day of *Easter* in five weeks; if the Writ of Entry be returnable from the Day of *Easter* in three Weeks the Writ of Summons must be returnable on the morrow of the *Ascension* of our Lord.

‡ The Writ of Summons must bear Tette the fourth Day inclusive of both Days from the Return of the Writ of Entry, supposing the fourth Day to be *dies juridicus*, and a Day in Term.

OF RECOVERIES.

You also make out the writ of Seisin, as before directed, and leave the writ of Summons and Seisin at the Return-Office to be returned.

In the mean time you pass the Recovery at Bar, for which Purpose make out a *Præcipe* in paper in the following Form :

*In the Common Pleas—Term in the ——— Year of
the Reign of King George the Third.*

Præcipe for
pulling the
Recovery at
Bar.

* 389

Dorsetshire, : **COMMAND** A. B. that justly, &c. he
to wit. **C** render to C. D. three Messuages, and
' twenty Acres of Land, with * the Appurtenances, in
' E. which he claims, &c.'

*Tenant by E. F. his Attorney
vouches to warranty J. K.
who by L. M. his Attorney
vouches over to warranty
Thomas Francis Martin.*

This *Præcipe* you deliver to a Serjeant in Court, having the warrant of Attorney acknowledged with you, the Serjeant will pass it at Bar.

Sometimes the Warrant of Attorney for the Tenant is acknowledged before a Judge, and the Warrant of Attorney for the Vouchee before Commissioners by *Dedimus Potestatem*, and sometimes the warrants of Attorney for both Tenant and Vouchee are taken by writ of *Dedimus Potestatem*.

For the taking the Warrant of Attorney for the Tenant, either before a Judge or before Commissioners, you have Instructions already.

You must make out a *Præcipe* for a *Dedimus Potestatem* for the Warrant of Attorney, for the Vouchee, as follows :

Præcipe for a
Dedimus Po-
testatem to
take the war-
rant of At-
torney of the
Vouchee.

Northumberland, : **COMMAND** A. E. that justly, &c.
to wit. **C** he render to F. C. two Mes-
' suages, two Gardens, two Acres of Land, two Acres of
' Meadow, and two Acres of Pasture, with the Appur-
' tenances, in S. and also the Moiety of one Messuage,
two

OF RECOVERIES.

‘ two Gardens, twenty Acres of Land, thirty Acres of
 ‘ Meadow, twenty Acres of * Pasture, and fifty Acres
 ‘ of Furze and Heath, with the Appurtenances, in T.
 ‘ which he claims,’ &c.

* 391

Dedimus Poteſt. }
 for G. P. whom } directed to { Sir L. M. Knt.
 A. E. vouches to } { N. O.
 Warranty, } { R. P. } Gent.
 } { S. T.
 } { R. S. }

Deliver this to the Cursitor of the County wherein
 the Lands lie, and he will make out the Writ.

You ingross on Parchment the Warrant of Attorney
 for the Vouchee thus :

Northumberland, ‘ **COMMAND** A. E. that justly, &c.
 to wit. ‘ he render to J. C. two Messuages,
 ‘ two Gardens, two Acres of Land, two Acres of Meadow,
 ‘ and two Acres of Pasture, with the Appurtenances,
 ‘ in S. and also the Moiety of one Messuage, two Gar-
 ‘ dens, twenty Acres of Land, thirty Acres of Mea-
 ‘ dow, twenty Acres of Pasture, and fifty Acres of
 ‘ Furze and Heath, with the Appurtenances, in T.
 ‘ which he claims,’ &c.

The Praeipe
 and Warrant
 of Attorney.

Northumberland, ‘ **G.** P. whom the said A. E. vouches
 to wit. ‘ to Warranty, puts in his Place
 ‘ ——— and ——— his Attornies jointly and severally
 ‘ against J. C. to gain or lose in a Plea of Land,’ &c.
 Taken and acknowledged, &c.

* 392

The *Dedimus Poteſtatem* being returned, and a *Mitti-*
mus and Transcript thereof made by the Cursitor, as
 also a *Mittimus* and Transcript made of the *Dedimus* for
 taking the Tenant's Warrant of Attorney, in case it be
 taken by *Dedimus*, you pass the Recovery at Bar, as be-
 fore directed.

T

The

OF RECOVERIES.

The Entry of a Recovery with double Voucher, where the Tenant and Vouchee appear by Attorney, on Warrants of Attorney acknowledged before a Judge.

Entry of the Count against the Tenant; and the Award of the Summons against the Vouchee.

Recovery with double Vouchee, where Tenant and Vouchee appear by Attornies, on Warrants acknowledged before a Judge.

The first Entry or Summons Roll.

* 393

Dorsetshire, C. D. in his proper person demandeth against *to wit.* *A. B.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* as his Right and Inheritance, and into which the said *A. B.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without judgment made to the said *C.* within thirty years, &c. And whereupon he says, that he was seised of the Tenements aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon bringeth Suit, &c.

And the aforesaid *A.* by *E. F.* his Attorney cometh, and defendeth his Right, when, &c.. And thereupon voucheth to Warranty *J. K.* summoned in the County aforesaid, let him have him here on the *Octave* of *St. Martin*, by the Aid of the Court, &c. The same Day is given to the Parties aforesaid here, &c.

The Second Entry.

The second Entry.

Dorsetshire, C. D. in his proper Person demandeth against *A. B.* three Messuages, and twenty Acres of Land, with the Appurtenances, in *E.* as his Right and Inheritance, and into which the said *A. B.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the said *C.* within thirty Years, &c.

And the aforesaid *A.* by *E. F.* his Attorney cometh, and has heretofore vouched thereupon to Warranty *J. K.* who now, by Summons made to him in the County aforesaid, also cometh by *L. M.* his Attorney, and freely warranteth to him the Tenements aforesaid, with

OF RECOVERIES.

with the Appurtenances, &c. And hereupon the
aforesaid C. demandeth against the said J. Tenant by
his own Warranty, the Tenements aforesaid, with
the Appurtenances, in Manner aforesaid, &c. And
whereupon he says, that he was seised of the Tene-
ments aforesaid, with the Appurtenances, in his De-
mesne, as of Fee and Right, in Time of Peace, in the
* Time of our Lord the King that now is, by taking
the Profits thereof to the Value, &c. and into which,
&c. and thereupon he bringeth Suit, &c.

* 394

And the aforesaid J. Tenant by his own Warranty
defendeth his Right, when, &c. And thereupon fur-
ther voucheth to Warranty *Thomas Francis Martin*,
who is present here in Court in his proper Person, and
freely warranteth to him the Tenements aforesaid,
with the Appurtenances, &c. And hereupon the afore-
said C. demandeth against the said *Thomas Francis*,
Tenant by his own Warranty, the Tenements afore-
said, with the Appurtenances, in Manner aforesaid,
&c. And whereupon he says, that he was seised of
the Tenements aforesaid, with the Appurtenances, in
his Demesne, as of Fee and Right, in Time of Peace,
in the Time of our Lord the King that now is, by
taking the Profits thereof to the Value, &c. and into
which, &c. and thereupon he bringeth Suit, &c.

And the aforesaid *Thomas Francis* Tenant by his
own Warranty defendeth his Right, when, &c. and
saith, that the aforesaid *Hugh* did not disseise the said
C. of the Tenement aforesaid, with the Appurte-
nances, as the said C. by his Writ and Declaration
aforesaid above doth suppose, and of this he putteth
himself upon the Country, &c.

And the aforesaid C. thereupon craveth leave to im-
parl, and he hath it, &c. And afterwards the said C.
cometh again here into Court in this same Term in his
proper *Person and the aforesaid *Thomas Francis*, altho'
solemnly called, cometh not again, but departed in
Contempt of the Court, and maketh default: There-
fore it is considered, that the aforesaid C. do recover
his Seisin against the said A. of the Tenements afore-
said, with the Appurtenances, and that the said A. have
of the Land of the aforesaid J. to the Value, &c. and
that the said J. have over of the Land of the said *Tho.*

OF RECOVERIES.

* Or forth-
with.

* *Francis* to the Value, &c. And the said *Thomas Francis* in Mercy, &c.. And hereupon the aforesaid *C.* prays the Writ of the Lord the King, to be directed to the Sheriff of the County aforesaid, to cause full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to him, and it is granted to him, returnable here* without delay, &c. Afterwards, to wit, on the twenty-eighth day of *November* in this Term, the aforesaid *C.* cometh here into Court in his proper Person, and the Sheriff, namely, *A. L. Esq;* now returneth, that he, by virtue of the said Writ to him directed, on the twenty-fifth day of *November* last past, caused full Seisin of the Tenements aforesaid, with the Appurtenances, to be delivered to the said *C.* as by the said Writ he was commanded, &c.

* 396

* *Entry of a Recovery with double Voucher where the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem.*

Recovery with double Voucher, the Tenant appears by Attorney on a Warrant acknowledged before a Judge, and the Vouchee by Attorney on a Warrant taken by Dedimus Potestatem. The first Entry or Summons Roll.

Northumberland, ' *J. C.* in his proper Person demandeth to wit. ' against *A. E.* two Messuages, two

Gardens, two Acres of Land, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in *S.* and also the Moiety of one Messuage, two Gardens, twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and fifty Acres of Furze and Heath, with the Appurtenances, in *T.* as his Right and Inheritance, and into which the said *A.* has not Entry but after the Disseisin, which *Hugh Hunt* thereof unjustly and without Judgment made to the aforesaid *J.* within thirty Years, &c. And whereupon he says, that he was seised of the Tenements and Moiety aforesaid, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

* 397

' And the aforesaid *A.* by *F. G.* his Attorney cometh and defendeth his Right, *when, &c. And thereupon voucheth to Warranty *G. P.* summoned in the County ' afore-

OF RECOVERIES.

‘aforeſaid, let him have him here on the Morrow of
 ‘the *Ascenſion* of our Lord, by the Aid of the Court,
 ‘&c. The ſame Day is given to the Parties aforeſaid
 ‘here, &c.’

Then on another Roll enter the *Mittimus* and Tranſcript thus, (*in a ſmall Hand*).

‘OUR Lord the King hath ſent to his Juſtices of The ſecond
 ‘the Bench here his Writ of *Mittimus* cloſed, Entry.
 ‘together with the Tenor of a certain Writ of our
 ‘ſaid Lord the King of *Dedimus Poſteſtatem*, for re-
 ‘ceiving a Warrant of Attorney, and the Return of
 ‘the ſame Writ, and alſo the Warrant of Attorney
 ‘thereupon received, in theſe Words: *George* the
 ‘Third, by the Grace of God, of *Great Britain*,
 ‘*France* and *Ireland*, King, Defender of the Faith, &c.
 ‘To his Juſtices of the Bench, Greeting: The Te-
 ‘nors of our certain Writ of *Dedimus Poſteſtatem*, di-
 ‘rected to our truly and well-beloved Sir *L. M. Knt.*
 ‘and to our beloved *S. T.* and *R. S. Gent.* for and
 ‘concerning the receiving ſuch Attorney or Attornies,
 ‘jointly or ſeverally, as *G. P.* would put or conſtitute
 ‘in their Stead before the ſaid Sir *L. S.* and *R.* or two
 ‘of them, to gain or loſe againſt *J. C.* in a Plea of
 ‘Land upon our Writ of Entry *Sur Diſſeiſin in le Poſt*,
 ‘depending before you between the ſaid *J.* and *A. E.*
 ‘of two Meſſuages, two Gardens, two Acres of Land,
 ‘two Acres of Meadow, * and two Acres of Paſture,
 ‘with the Appurtenances, in *S.* and alſo of the Moi-
 ‘ety of one Meſſuage, two Gardens, twenty Acres of
 ‘Land, thirty Acres of Meadow, twenty Acres of
 ‘Paſture, and of fifty Acres of Furze and Heath,
 ‘with the Appurtenances, in *T.* in the County of
 ‘*Northumberland*, which ſaid *A.* hath vouched the ſaid
 ‘*G.* to warrant to him the ſaid Tenements and Moiety
 ‘aforeſaid, with the Appurtenances, and the Return
 ‘of our ſaid Writ of *Dedimus Poſteſtatem*, and alſo the
 ‘Warrant of Attorney, in that Behalf received, ſent
 ‘into our Chancery, and remaining on the Files of the
 ‘ſame Chancery, we ſend to you incloſed in theſe Pre-
 ‘ſents, commanding you, that, the Tenors aforeſaid
 ‘being inſpected, you cauſe further to be done therein,
 ‘at

OF RECOVERIES.

* 399

at the Prosecution of the said *J.* what of Right and according to the Law and Custom of *England* shall be meet to be done. Witness Ourself at *Westminster* the — Day of — in the — Year of our Reign. *King. George* the Third by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To his trusty and well-beloved Sir *L. M.* Knt. and to his beloved *S. T.* and *R. S.* Gentlemen, Greeting: Whereas our Writ of Entry *Sur Disseisin in le Poſt*, dependeth before our Justices of the Bench, between *J. C.* and *A. E.* of two Messuages, two Gardens, two Acres of Meadow, and two Acres of Pasture, with the Appurtenances, in *S.* and also of the Moiety of one Messuage, two Gardens, * twenty Acres of Land, thirty Acres of Meadow, twenty Acres of Pasture, and fifty Acres of Furze and Heath, with the Appurtenances, in *T.* in the County of *Northumberland*; and the said *A.* appearing in our full Court before our said Justices, hath vouched *G. P.* to warrant to him the said Tenements and Moiety aforesaid, with the Appurtenances: Whereupon our Writ of Summons to Warranty hath issued forth against the said *G.* returnable before our said Justices on the Morrow of the *Ascension* of our Lord; and the said *G.* being, as we are informed, so infirm that he is not able, without great Danger of his Body, to travel to *Westminster* by the Day in our said Writ of Summons to Warranty contained, to do and act those Things which then and there would be expedient to be done in the same: We, tendering the State of the said *G.* in this Behalf, have given you, or two of you, Power and Authority of receiving such Attorney or Attornies, jointly or severally, as the said *G.* will put or constitute in his Stead, before you, or two of you, to gain or lose in the said Plea before our said Justices: And therefore we command you, or two of you, that going in Person to the said *G.* if he be not able conveniently to come to you, you receive his Attorney or Attornies jointly or severally in Form aforesaid; and when you shall have received the said Attorney or Attornies, you distinctly and plainly without Delay certify us in our Chancery of the Name or Names

OF RECOVERIES.

* of such Attorney or Attornies, under your Seals,
 or the Seals of two of you, sending back to us this
 Writ. Witness Ourselfes at *Westminster* the — Day
 of — in the — Year of our Reign. King. By
 the Lord High Chancellor of *Great Britain*, at the
 Instance of the Demandant. *A. C. E. Willes*. The
 Execution of this Writ appears in a Schedule here-
 unto annexed. Received 6 s. 8 d. *S. Hetherington*.
Northumberland, to wit, *G. P.* whom the said *A. E.*
 voucheth to Warranty, putteth in his Place — and
 — against *J. C.* to gain or lose in a Plea of Land.
G. P. Taken and acknowledged the — Day of
 — in the Year of our Lord — before us *S. T.*
R. S.

* 400

[Then at the Distance of an Inch on the same Roll go on thus
 in a large Hand.]

Elsewhere as it appears in this same Term on the
 — Roll, it is thus contained: *Northumberland*, to
 wit, *J. C.* in his proper Person demandeth against
A. E. two Messuages, two Gardens, two Acres of
 Land, two Acres of Meadow, and two Acres of Pas-
 ture, with the Appurtenances, in *S.* and also the
 Moiety of one Messuage, two Gardens, twenty Acres
 of Land, thirty Acres of Meadow, twenty Acres of
 Pasture, and fifty Acres of Furze and Heath, with
 the Appurtenances, in *F.* as his Right and Inherit-
 ance, and into which the said *A.* hath not Entry but
 after the Disscisin, which *Hugh Hunt* thereof unjustly
 * and without Judgment made to the aforesaid *J.*
 within thirty Years, &c. And whereupon he says,
 that he was seised of the Tenements and Moiety
 aforesaid, with the Appurtenances in his Demesne,
 as of Fee and Right, in the Time of Peace, in the
 Time of our Lord the King that now is, by taking
 the Profits thereof to the Value, &c. and into which,
 &c. and thereupon he bringeth Suit, &c. And the
 aforesaid *A.* by *F. G.* his Attorney cometh and de-
 fendeth his Right, when, &c. And thereupon vouch-
 eth to Warranty *G. P.* summoned in the County
 aforesaid, let him have him here on the Morrow of
 the *Ascension* of our Lord, by the Aid of the Court,
 &c.

* 401

OF RECOVERIES.

&c. The same Day is given to the Parties aforesaid
 here, &c. And now at this Day, to wit, on the
 Morrow of the *Ascension* of our Lord, here cometh
 as well the said *J.* in his proper Person, as the said *A.*
 by the said *F. G.* his Attorney; and the said *G.* being
 summoned, &c. likewise cometh by *R. G.* his Attor-
 ney, and freely warranteth to the said *A.* the Tene-
 ments and Moiety aforesaid, with the Appurtenances,
 &c. And hereupon the said *J.* demandeth against
 the said *G.* Tenant by his own Warranty, the Tene-
 ments and Moiety aforesaid, with the Appurtenances,
 in Manner aforesaid, &c. And whereupon he says,
 that he was seised of the Tenements and Moiety
 aforesaid with the Appurtenances in his Demesne, as
 of Fee and Right, in Time of Peace, in the Time of
 our Lord the King that now is, by * taking the Pro-
 fits thereof to the Value, &c. and into which, &c. and
 thereupon he bringeth Suit, &c.

* 402

And the aforesaid *G.* Tenant by his own Warranty
 defendeth his Right, when, &c. And thereupon fur-
 ther voucheth to Warranty *Thomas Francis Martin*,
 who is present here in Court in his proper Person,
 and freely warranteth to him the Tenements and
 Moiety aforesaid, with the Appurtenances, &c.
 And hereupon the said *J.* demandeth against the said
Thomas Francis, Tenant by his own Warranty, the
 Tenements and Moiety aforesaid, with the Appur-
 tenances, in Manner aforesaid, &c. And whereupon
 he says, that he was seised of the Tenements and
 Moiety aforesaid, with the Appurtenances, in his
 Demesne, as of Fee and Right, in Time of Peace, in
 the Time of our Lord the King that now is, by ta-
 king the Profits thereof to the Value, &c. and into
 which, &c. and thereupon he bringeth Suit, &c.

And the said *Thomas Francis*, Tenant by his own
 Warranty, defendeth his Right, when, &c. and says,
 that the said *Hugh* did not disseise the said *J.* of the
 Tenements and Moiety aforesaid, with the Appurte-
 nances, as the said *J.* by his Writ and Declaration
 aforesaid above doth suppose; and of this he putteth
 himself upon the Country, &c.

And the said *J.* thereupon craveth Leave to im-
 parl, and he hath it, &c. And afterwards the said
J. cometh

OF RECOVERIES.

* 403

‘ *J.* cometh again here into Court, * in this same Term
 ‘ in his proper Person, and the said *Thomas Francis*,
 ‘ although solemnly called, cometh not again but de-
 ‘ parted in Contempt of the Court, and maketh De-
 ‘ fault: Therefore it is considered, that the said *J.* do
 ‘ recover his Seisin against the said *A.* of the Tene-
 ‘ ments and Moiety aforesaid, with the Appurtenances,
 ‘ and that the said *A.* have of the Land of the said *G.*
 ‘ to the Value, &c. And that the said *G.* have over of
 ‘ the Land of the said *Thomas Francis* to the Value,
 ‘ &c. And the said *Thomas Francis* in Mercy, &c. And
 ‘ hereupon the said *J.* prays the Writ of our Lord the
 ‘ King, to be directed to the Sheriff of the County
 ‘ aforesaid, to cause full Seisin of the Tenements and
 ‘ Moiety aforesaid, with the Appurtenances, to be de-
 ‘ livered to him, and it is granted to him, returnable
 ‘ here on the *Octave* of the *Holy Trinity*, &c. At
 ‘ which Day the said *J.* cometh here into Court in his
 ‘ proper Person, and the Sheriff, to wit, *N. R. Esq;*
 ‘ now returneth that he, by virtue of the said Writ to
 ‘ him directed, on the — Day of — last past,
 ‘ caused full Seisin of the Tenements and Moiety
 ‘ aforesaid, with the Appurtenances, to be delivered
 ‘ to the said *J.* as by the said Writ he was commanded,
 ‘ &c.’

* *Entry of Recovery with double Voucher, where the*
Tenant appears in Person, and the Vouchee by At-
torney, on a Warrant taken by Dedimus Potesta-
tem.

* 404

This Entry is
 on a Roll of
 Michaelmas
 Term.

Yorkshire, ‘ *E. G. Esq;* in his proper Person demandeth Writ of Entry
 ‘ to wit. ‘ against *C. B. Gent.* twenty Acres of returnable on
 ‘ Land, with the Appurtenances, in *Carleton*, as his the Morrow
 ‘ Right and Inheritance, and into which the said *C.* hath of all Souls
 ‘ not Entry but after the Disseisin, which *Hugh Hunt*
 ‘ thereof unjustly and without Judgment made to the
 ‘ said *E.* within thirty Years, &c. And whereupon
 ‘ he says, that he was seised of the said Acres of Land,
 ‘ with the Appurtenances, in his Demesne, as of Fee
 ‘ and Right, in Time of Peace, in the Time of our
 ‘ Lord the King that now is, by taking the Profits
 ‘ thereof to the Value, &c. and into which, &c. and
 ‘ thereupon he bringeth Suit, &c.’

‘ And

OF RECOVERIES.

‘ And the said C. in his proper Person cometh and defendeth his Right, when, &c. and thereupon voucheth to Warranty C. K. Esq; and L. his Wife, summoned in the County aforesaid, let him have them here from the Day of *St. Martin* in fifteen Days by the Aid of the Court, &c. The same Day is given to the said Parties here, &c. And hereupon the said C. putteth in his Place J. S. and L. R. his Attornies jointly and severally against the said E. to gain or lose in the Plea aforesaid, &c.

* 405
This Entry
must be on a
Roll of the
same Mi-
chaelmas
Term.

* Ingross the
Mittimus and
Transcript
verbatim.

* OUR Lord the King hath sent to his Justices of the Bench here his Writ of *Mittimus* closed, together with the Tenor of a certain Writ of the said Lord the King of *Dedimus Poteslatem*, for receiving a Warrant of Attorney, and the Return of the same Writ, and also the Warrant of Attorney thereupon received, in these Words. *a George* the Third, by the Grace of God, of *Great Britain, France, and Ireland*, King, Defender of the Faith, &c. To his Justices of the Bench, Greeting: The Tenors of our certain Writ of *Dedimus Poteslatem*, directed to our trusty and well-beloved Sir W. J. Knt. and to our beloved D. P. and R. R. Gentlemen, for and concerning the receiving such Attorney or Attornies, jointly or severally, as C. K. Esq; and L. his Wife would put or constitute in their Stead, before the said Sir W. J. D. and R. or two of them, to gain or lose against E. G. Esq; in a Plea of Land upon our Writ of Entry *Sur Disseisin in le Poss*, depending before you, between the said E. and C. B. Gent. of twenty Acres of Land, with the Appurtenances, in *Carlton* in the County of *York*, which said C. B. hath vouched the said C. K. and L. to warrant to him the said Land, with the Appurtenances, and the Return of our said Writ of *Dedimus Poteslatem*, and also the Warrant of Attorney in that behalf received, sent into our Chancery, and remaining on the Files of the same Chancery, we send to you, inclosed in these Presents, commanding * you, that, the Tenors aforesaid being inspected, you cause further to be done therein, at the Prosecution of the said E. what of Right, and according to the Law
‘ and

* 406

OF RECOVERIES.

' and Custom of *England*, shall be meet to be done.
 ' Witness Ourselves at *Westminster* the twenty-second
 ' Day of *November* in the twelfth Year of our Reign.
 ' King. *George* the Third, by the Grace of God, of
 ' *Great Britain, France and Ireland*, King, Defender of
 ' the Faith, &c. To his trusty and well-beloved Sir
 ' *W. J. Knt.* and to his beloved *D. P.* and *R. R.*
 ' Gentlemen, Greeting: Whereas our Writ of Entry
 ' *Sur Disseisin in le Poss.* dependeth before our Justices
 ' of the Bench, between *E. G. Esq;* and *C. B.* Gen-
 ' tlemen, of twenty Acres of Land with the Appurte-
 ' nances, in *Carleton* in the County of *York*, and the
 ' said *C. B.* appearing in our full Court before our
 ' said Justices hath vouched *C. K. Esq;* and *L.* his Wife
 ' to warrant to him the said Land, with the Appur-
 ' tenances, whereupon our Writ of Summons to War-
 ' ranty hath issued forth against the said *C. K.* and *L.*
 ' returnable before our said Justices from the Day of
 ' *St. Martin* in fifteen Days; and the said *C. K.* and *L.*
 ' being, as we are informed, so infirm, that they are
 ' not able, without great Danger of their Bodies, to
 ' travel to *Westminster* by the Day in our said Writ of
 ' Summons to Warranty contained, to do and act those
 ' Things which then and there would be expedient to
 ' be done in the same: We, tendering the State of the
 ' said *C. K.* and *L.* in this Behalf, have given you, * or
 ' two of you, Power and Authority of receiving such
 ' Attorney or Attornies, jointly or severally, as the
 ' said *C. K.* and *L.* will put or constitute in their Stead,
 ' before you, or two of you, to gain or lose in the
 ' said Plea before our said Justices: And therefore we
 ' command you, or two of two, that going in Person
 ' to the said *C. K.* and *L.* if they be not able conveni-
 ' ently to come to you, you receive their Attorney or
 ' Attornies jointly or severally in Form aforesaid; and
 ' when you shall have received the said Attorney or
 ' Attornies, you distinctly and plainly, without De-
 ' lay, certify us in our Chancery of the Name or Names
 ' of such Attorney or Attornies, under your Seals,
 ' or the Seals of two of you, sending back to us this
 ' Writ. Witness ourselves at *Westminster* the thirty-first
 ' Day of *October* in the thirteenth Year of our Reign.
 ' King. By the Lord Chancellor of *Great Britain*, at
 ' the

OF RECOVERIES.

the Instance of the Demandant. *A. C. E. Willes.*
 The Execution of this Writ appears in a Schedule
 hereunto annexed. *Daniel Powel, Robert Richardson*
 Received 6 s. 8 d. *S. Hetherington, Yorkshire, to wit.*
C. K. Esq; and *L. his Wife*, whom the said *C. B.*
 voucheth to Warranty, put in their Place, *J. W.* and
E. B. their Attornies, jointly or severally, to gain or
 lose against *E. G. Esq;* in a Plea of Land. *C. K. L. K.*
 Taken and acknowledged the twentieth Day of *Nov-*
ember, in the Year of our Lord One Thousand se-
 ven Hundred and seventy-one, before us, *D. P. R. R.*

* 408
 To be entered
 on the same
 Roll of Mi-
 chaelmas
 Term in an
 Exemplify-
 ing Hand.

* **E**LSEWHERE, as it appears in this same Term
 upon the five hundredth and fifty-eighth Roll
 it is thus contained: *Yorkshire, to wit, E. G. Esq;*
 in his proper Person demandeth against *C. B. Gent.*
 twenty Acres of Land, with the Appurtenances, in
Carleton as his Right and Inheritance, and into which
 the said *C.* hath not Entry but after the Disseisin,
 which *Hugh Hunt* thereof unjustly and without Judg-
 hath made to the said *E.* within thirty Years, &c.
 And whereupon he saith, that he was seised of the
 said Acres of Land, with the Appurtenances, in his
 Demesne, as of Fee and Right, in Time of Peace,
 in the Time of our Lord the King that now is, by
 taking the Profits thereof to the Value, &c. and
 into which, &c. and thereupon he bringeth Suit,
 &c.

And the said *C.* in his proper Person cometh and
 defendeth his Right, when, &c. And thereupon
 voucheth to Warranty *C. K. Esq;* and *L. his Wife*
 summoned in the County aforesaid, let him have
 them here from the Day of *St. Martin* in fifteen Days,
 by the Aid of the Court, &c. The same Day is
 given to the said Parties here, &c. And hereupon
 the said *C. B.* putteth in his Place *J. S.* and *L. R.*
 his Attornies jointly and severally against the said *E.*
 to gain or lose in the Plea aforesaid, &c. At which
 Day here cometh as well the said *E.* in his proper
 Person, as the said *C. B.* by the said *L. R.* his Attor-
 ney; and the said *C. K.* and *L.* being summoned, &c.
 likewise come * by *E. B.* their Attorney, and freely
 warrant to the said *C. B.* the aforesaid Acres of Land
 with

* 409

OF RECOVERIES.

with the Appurtenances, &c. And hereupon the said *E.* demandeth against the said *C. K.* and *L.* Tenants by their own Warranty, the said Acres of Land, with the Appurtenances, in Manner afore said, &c. And whereupon he says, that he was seised of the said Acres of Land, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the afore said *C. K.* and *L.* Tenants by their own Warranty defend their Right, when, &c. And thereupon further vouch to Warranty *Thomas Francis Martin*, who is present here in Court in his proper Person, and freely warranteth to them the afore said Acres of Land, with the Appurtenances, &c. And hereupon the said *E.* demandeth against the said *Thomas Francis*, Tenant by his own Warranty, the Acres of Land afore said with the Appurtenances, in Manner afore said, &c. And whereupon he saith, that he was seised of the said Acres of Land, with the Appurtenances, in his Demesne, as of Fee and Right, in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. and into which, &c. and thereupon he bringeth Suit, &c.

And the said *Thomas Francis* Tenant by his own Warranty defendeth his Right, * when, &c. and says, that the said *Hugh* did not disseise the said *E.* of the afore said Acres of Land, with the Appurtenances, as the said *E.* by his Writ and Declaration above doth suppose; and of this he putteth himself upon the Country.

And the said *E.* thereupon craveth Leave to imparl, and he hath it, &c. And after ward the said *E.* cometh again here into Court in this same Term in his proper Person, and the said *Thomas Francis*, although solemnly called, cometh not again, but departed in contempt of the Court, and maketh Default: Therefore it is considered, that the said *E.* do recover his Seisin against the said *C. B.* of the Acres of Land afore said, with the Appurtenances, the

OF RECOVERIES.

* 411

hereupon the said *E.* prays the *Writ* of our Lord the
and that the said *C. B.* have of the Land of the
said *C. K.* and *L.* to the Value, &c. And further,
that the said *C. K.* and *L.* have over of the Land
of the said *Thomas Francis* to the Value, &c.
And the said *Thomas Francis* in Mercy, &c. And
King, to be directed to the Sheriff of the County
aforesaid to cause full Seisin of the said Acres of
Land, with the Appurtenances, to be delivered to
him, and it is granted to him, returnable here on the
Octave of St. Hilary, &c. at which Day the said *E. G.*
cometh * here into Court in his proper Person, and
the Sheriff to wit, Sir *Lionel Pilkington*, Bart. now
returneth that he, by virtue of the said *Writ* to him
directed, on the sixth Day of *December* last past, caused
full Seisin of the said Acres of Land, with the Ap-
purtenances, to be delivered to the said *E. G.* as by
the said *Writ* he was commanded, &c.

Note ; Whenever two or more Parties to a Recovery have the
same Christian Name, you must add their Surnames to distinguish
them, otherwise the Christian Name is only written, after the first
Time.

The *Writ* of
Entry in this
Recovery is
supposed to
be returnable
from the Day
of the Holy
Trinity in
three Weeks.

This Entry
therefore
must be upon
a Roll of
Trinity
Term.

* 412

Recovery
by double
Voucher,
where both
Tenant and
Vouchee ap-
pear by At-

*Entry of a Recovery by double Voucher, where Tenant
and Vouchee appear by Attorney, on Warrant taken
by Dedimus Potestatem.* [Begin in a small
Hand, and enter the *Mittimus* and Transcript
of the *Dedimus Potestatem*, for receiving the
Attorney of the Tenant in the following
Manner.]

OUR Lord the King hath sent to his Justices of
the Bench here his *Writ* of *Mittimus* closed, to-
gether with the Tenor of a certain *Writ* of our said
Lord the King of *Dedimus Potestatem*, for receiving
of a Warrant of Attorney and the Return of the
same *Writ*, and also the Warrant of Attorney there-
upon received, in these Words : *George* the Third,
by the Grace of God, of *Great Britain, France, and
Ireland*, King, Defender of the Faith, &c. To his
Justices of the Bench, Greeting : The Tenors of
our certain *Writ* of *Dedimus Potestatem*, directed to
our trusty and well-beloved Sir *A. B. Knt.* and to
our beloved * *C. D.* and *E. F. Gent.* for and concern-

ing

OF RECOVERIES,

ing the receiving such Attorney or Attornies, jointly or severally, as *R. R. Esq;* would put or constitute in his Stead before the said Sir *A. C. and E.* or two of them, to gain or lose against *R. F. Esq;* in a Plea of Land upon our Writ of Entry *Sur Disseisin in le Poss,* depending before you, between the said *R. F.* and the said *R. R.* of six Messuages, six Gardens, twenty Acres of Meadow, sixty Acres of Pasture, Common of Pasture for all Cattle, and Common of Turbary, with the Appurtenances, in *M. C. E. D.* and *O.* in the County of *Northampton*, and the Return of our said Writ of *Dedimus Potestatem*, and also the Warrant of Attorney in that Behalf received, sent into our Chancery, and remaining on the Files of the same Chancery, we send to you inclosed in these Presents, commanding you, that, the Tenors aforesaid being inspected, you cause further to be done therein, at the Prosecution of the said *R. F.* that which of Right and according to the Law and Custom of *England* shall be meet to be done. Witness Ourself at *Westminster* the — Day of — in the — Year of our Reign. Putland. *George* the Third, by the Grace of God, of *Great Britain, France, and Ireland,* King, Defender of the Faith, &c. To his trusty and well-beloved Sir *A. B. Knt.* and to his beloved *C. D.* and *E. F. Gentlemen,* Greeting: Whereas our Writ of Entry upon *Disseisin in le Poss,* depending before our Justices of the Bench, between *R. F. Esq;* and *R. R. Esq;* of six Messuages, six Gardens, twenty Acres of Meadow, sixty Acres of Pasture, Common of Pasture for all Cattle, and Common of Turbary, with the Appurtenances, in *M. C. E. D.* and *O.* in the County of *Northampton;* and the said *R. R.* being as we are informed, so infirm that he is not able, without the greatest Danger of his Body, to travel to *Westminster* at the Day in the said Writ contained, to do and act those Things which then and there would be expedient to be done in the same: We, tendering the State of the said *R. R.* in this Behalf, have given to you, or two of you, Power and Authority of receiving such Attorney or Attornies, jointly or severally, as the said *R. R.* will put or constitute in his Stead, before you, or two of you, to gain or lose in the said Plea before our said Justices: And

torney, on
Warrant ta-
ken by *Dedi-*
mus Potesta-
tem.
Ehther the
Mittimus
and Tran-
script of the
Dedimus
Potestatem
for taking the
Tenant's
Warrant of
Attorney on
the Roll ver-
batim.

OF RECOVERIES.

‘ And therefore we command you, or two of you, that
 ‘ going in Person to the said *R. R.* if he be not able
 ‘ conveniently to come to you, you receive his Attorney
 ‘ or Attornies jointly or severally in Form afore said;
 ‘ and when you shall have received the said Attorney
 ‘ or Attornies, you distinctly and plainly without
 ‘ Delay certify us in our Chancery of the Name or
 ‘ Names of such Attorney or Attornies, under your
 ‘ Seals, or the Seals of two of you, sending back to
 ‘ us this Writ. Witness Ourself at *Westminster* the
 ‘ ——— Day of ——— in the ——— Year of our
 ‘ Reign. *Putland.* By the Lord High Chancellor of
 ‘ *Great Britain*, at the Instance of the Demandant.
 ‘ *Thomas Parker.* The Execution of this Commission
 ‘ appears in a certain Schedule hereunto * annexed.
 ‘ *C. D. E. F.* Received 6s. 8d. *S. Hetherington.*
 ‘ *Northamptonshire, to wit, R. R. Esq;* putteth in his
 ‘ place *Thomas Hunt* and *William Wilde*, his Attornies
 ‘ jointly and severally to gain or lose against *R. F. Esq;*
 ‘ in a Plea of Land, &c. *R. R.* Taken and acknow-
 ‘ ledged the ——— Day of ——— in the ——— Year of the
 ‘ Reign of King *George* the Third, before *C. D.* and
 ‘ *E. F.*

* 414

[Then at the Distance of an Inch in a large Hand make the
 Entry of the Count and Voucher on the same Rollos
 Trinity Term in the following Manner.]

‘ *Northamptonshire, to wit, R. F. Esq;* in his proper
 ‘ Person demandeth against *R. R. Esq;* six Messuages,
 ‘ six Gardens, twenty Acres of Meadow, sixty Acres
 ‘ of Pasture, Common of Pasture for all Cattle, and
 ‘ Common of Turbary, with the Appurtenances, in
 ‘ *M. C. E. D.* and *O.* as his Right and Inheritance,
 ‘ and into which the said *R. R.* hath not Entry but after
 ‘ the Disseisin, which *Hugh Hunt* thereof unjustly and
 ‘ without Judgment made to the said *R. F.* within
 ‘ thirty Years, &c. And whereupon he says, that he
 ‘ was seised of the Tenements and Commons afore said,
 ‘ with the Appurtenances, in his Demesne as of Fee
 ‘ and Right, in Time of Peace, in the Time of our
 ‘ Lord the King that now is, by taking the Profits
 ‘ thereof

OF RECOVERIES.

‘ thereof to the Value, &c. and into which, &c. and
‘ thereupon he bringeth Suit, &c.

* 415

* ‘ And the aforesaid *R. R.* by *Thomas Hunt* his
‘ Attorney cometh and defendeth his Right, when, &c.
‘ And hereupon voucheth to Warranty *T. S. Esq;* and
‘ *A.* his Wife, summoned in the County aforesaid, let
‘ him have them here on the *Octave* of *St. Martin*, by
‘ the Aid of the Court, &c. The same Day is given
‘ to the Parties aforesaid here,’ &c.

[Then on another Roll of Michaelmas Term following in
a small ingrossing Hand enter the Mittimus and Tran-
script of the Dedimus Potestatem for receiving the
Attorney of the Vouchee as follows.]

‘ OUR Lord the King hath sent to his Justices of The second
‘ the Bench here his Writ of *Mittimus* closed, Entry.
‘ together with the Tenor of a certain Writ of the
‘ said Lord the King of *Dedimus Potestatem*, for re-
‘ ceiving of a Warrant of Attorney, and the Return
‘ of the same Writ, and also the Warrant of Attorney
‘ thereupon received, in these Words: *George* the Enter the
‘ Third, by the Grace of God, of *Great Britain, France,* Mittimus
‘ and *Ireland*, King, Defender of the Faith, &c. To and Tran-
‘ his Justices of the Bench, Greeting: The Tenors of script of the
‘ our certain Writ of *Dedimus Potestatem*, directed to *Dedimus*
‘ our trusty and well-beloved Sir *A. B. Knx.* and to *Potestatem,*
‘ our beloved *C. D.* and *E. F.* Gentlemen, for and con- &c. for the
‘ cerning the receiving such Attorney or Attornies, Vouchee
‘ jointly or severally, as *T. S. Esq;* and *A.* his Wife verbatim.
‘ would put or constitute in their Stead, before the
‘ said Sir *A. B. C.* and *D.* or two * of them, to gain
‘ or lose against *R. F. Esq;* in a Plea of Land upon
‘ our Writ of Entry *Sur Disseisin in le Post*, depending
‘ before you between the aforesaid *R. F.* and *R. R.*
‘ *Esq;* of six Messuages, six Gardens, twenty Acres of
‘ Meadow, sixty Acres of Pasture, Common of Pasture
‘ for all Cattle, and Common of Turbary, with the
‘ Appurtenances, in *M. C. E. D.* and *O.* in the County
‘ of *Northampton*, which said *R. R.* hath vouched the
‘ said *T. S.* and *A.* to warrant to him the Tenements
‘ and Commons aforesaid, with the Appurtenances, and
‘ the

* 416

U

OF RECOVERIES.

' the Return of the said Writ of *Dedimus Potestatem*, and
 ' also the Warrant of Attorney in that Behalf received,
 ' sent into our Chancery, and in our said Chancery re-
 ' maining, on the Files of the same Chancery, we send to
 ' you inclosed in these Presents, commanding you, that,
 ' the Tenors aforesaid being inspected, you cause further
 ' to be done therein, at the Prosecution of the said *R. F.*
 ' what of Right and according to the Law and Custom
 ' of *England* shall be meet to be done. Witness Ourselves
 ' at *Westminster* the — Day of — in the —
 ' Year of our Reign. Putland. *George* the Third,
 ' by the Grace of God, of *Great Britain, France, and*
 ' *Ireland*, King, Defender of the Faith, &c. To his
 ' trusty and well-beloved Sir *A. B.* Knt. and to his
 ' beloved *C. D.* and *E. F.* Gentlemen, Greeting:
 ' Whereas our Writ of Entry *Sur Disseisin in le Poss.*
 ' is depending before our Justices of the Bench, between
 ' *R. F.* Esq; and *R. R.* Esq; of six Messuages, six Gar-
 ' dens, twenty Acres of Meadow, sixty Acres * of
 ' Pasture, Common of Pasture for all Cattle, and Com-
 ' mon of Turbary, with the Appurtenances, in *M. C.*
 ' *E. D.* and *O.* in the County of *Northampton*, and the
 ' aforesaid *R. R.* appearing in our full Court before
 ' our said Justices hath vouched *T. S.* and *A.* his Wife
 ' to warrant to him the Tenements and Commons aforesaid,
 ' with the Appurtenances, whereupon our Writ
 ' of Summons to Warranty hath issued against the said
 ' *T. S.* and *A.* his Wife, returnable before our said
 ' Justices on the *Octave* of *St. Martin*; and the said
 ' *T. S.* and *A.* being, as we are informed, so infirm,
 ' that they are not able, without great Danger of their
 ' Bodies, to travel to *Westminster* by the Day in the
 ' said Writ of Summons to Warranty contained, to do
 ' and act those Things which then and there would be
 ' expedient to be done in the same: We, tendering the
 ' State of the said *T. S.* and *A.* in this Behalf, have
 ' given you, or two of you, Power and full Authority
 ' of receiving such Attorney or Attornies, jointly or
 ' severally, as the said *T. S.* and *A.* will put or consti-
 ' tute in their Stead, before you, or two of you, to
 ' gain or lose in the said Plea before our said Justices:
 ' And

OF RECOVERIES.

‘ And therefore we command you, or two of you, that
 ‘ going in Person to the said *T. S.* and *A.* if they be
 ‘ not able conveniently to come to you, you receive
 ‘ their Attorney or Attornies jointly or severally in
 ‘ Form aforesaid; and when you shall have received
 ‘ the said Attorney or Attornies, you distinctly and
 ‘ plainly, without Delay, certify us in our * Chancery
 ‘ of the Name or Names of such Attorney or Attor-
 ‘ nies, under your Seals, or the Seals of two of you,
 ‘ sending back to us this Writ. Witness Ourself at
 ‘ *Westminster* the — Day of — in the — Year
 ‘ of our Reign. *Putland.* By the Lord High Chan-
 ‘ cellor of *Great Britain*, at the Instance of the De-
 ‘ mandant. *Thomas Parker.* The Execution of this
 ‘ Writ appears in a certain Schedule hereunto annexed.
 ‘ *C. D. E. F.* Received 6s. 8d. *S. Hetherington. North-*
 ‘ *amptonshire, to wit, T. S. and A. his Wife, whom*
 ‘ *R. R. Esq;* voucheth to Warranty, put in their Place
 ‘ *Robert Guy* and *R. C.* their Attornies, jointly or seve-
 ‘ rally, to gain or lose against *R. F. Esq;* in a Plea of
 ‘ Land. *T. S. A. S.* Taken and acknowledged the
 ‘ — Day of — in the — Year of the Reign of
 ‘ King *George* the Third, before *C. D. E. F.*’

* 418

[Then at the Distance of an Inch in a large Hand enter the
 Recovery in the following Manner on the same Roll of
 Michaelmas Term.

‘ *Northamptonshire, to wit, R. F. Esq;* in his proper
 ‘ Person demandeth against *R. R. Esq;* six Messuages,
 ‘ six Gardens, twenty Acres of Meadow, sixty Acres of
 ‘ Pasture, Common of Pasture for all Cattle, and
 ‘ Common of Turbary, with the Appurtenances, in
 ‘ *M. C. E. D. and O.* as his Right and Inheritance,
 ‘ and into which the said *R. R.* hath not Entry but
 ‘ after the Disseisin, which *Hugh Hunt* thereof unjustly
 ‘ and without * Judgment made to the said *R. F.* within
 ‘ thirty Years, &c.

* 419

‘ And the aforesaid *R. R.* by *Thomas Hunt* his Attor-
 ‘ ney cometh, and having heretofore vouched there-
 ‘ upon to Warranty *T. S. and A.* his Wife, who now
 ‘ by Summons made to them in the County aforesaid,

OF RECOVERIES.

‘ by *Robert Guy* their Attorney, also come and freely
 ‘ warrant to the said *R. R.* the Tenements and Com-
 ‘ mons aforesaid, with the Appurtenances, &c. And
 ‘ hereupon the aforesaid *R. F.* demandeth against the
 ‘ said *T. S.* and *A.* Tenants by their own Warranty,
 ‘ the Tenements and Commons aforesaid, with the Ap-
 ‘ purtenances, in Manner aforesaid, &c. And where-
 ‘ upon he says, that he was seised of the Tenements
 ‘ and Commons aforesaid, with the Appurtenances, in
 ‘ his Demefne, as of Fee and Right, in Time of
 ‘ Peace, in the Time of our Lord the King that now is,
 ‘ by taking the Profits thereof to the Value, &c. and
 ‘ into which, &c. and thereupon he bringeth Suit,
 ‘ &c.

‘ And the aforesaid *T. S.* and *A.* Tenants by their
 ‘ own Warranty defend their Right, when, &c. And
 ‘ thereupon further vouch to Warranty *Thomas Francis*
 ‘ *Martin*, who is present here in Court in his proper
 ‘ Person, and freely warranteth to them the Tenements
 ‘ and Commons aforesaid, with the Appurtenances, &c.
 ‘ And hereupon the aforesaid *R. F.* demandeth against
 ‘ the said *Thomas Francis* Tenant by his own War-
 ‘ ranty, the Tenements and Commons aforesaid, with
 ‘ the Appurtenances, in Manner aforesaid, &c. And
 ‘ whereupon he says, that he was seised of the Tene-
 ‘ ments and Commons aforesaid, with the Appurte-
 ‘ nances, in his Demefne, as of Fee and Right, in time
 ‘ of Peace, in the Time of our Lord the King that now
 ‘ is, by taking the Profits thereof to the Value, &c.
 ‘ and into which, &c. and thereupon he bringeth Suit,
 ‘ &c.

‘ And the aforesaid *Thomas Francis*, Tenant by his
 ‘ own Warranty, defendeth his Right, when &c. and
 ‘ saith, that the aforesaid *Hugh* did not disseise the said
 ‘ *R. F.* of the Tenements and Commons aforesaid, with
 ‘ the Appurtenances, as the aforesaid *R. F.* by his Writ
 ‘ and Declaration aforesaid above doth suppose; and
 ‘ of this he putteth himself upon the Country, &c.

‘ And the aforesaid *R. F.* thereupon craveth Leave
 ‘ to imparl, and he hath it, &c. And afterwards the
 ‘ said *R. F.* cometh again here into Court in this same
 ‘ Term in his proper Person, and the aforesaid *Tho-*
 ‘ *mas Francis*, although solemnly called, cometh not
 ‘ again,

OF RECOVERIES.

' again, but departed in Contempt of the Court and
 ' maketh Default ; Therefore it is considered, that the
 ' aforefaid *R. F.* do recover his Seisin againſt the ſaid
 ' *R. R.* of the Tenements and Commons aforeſaid,
 ' with the Appurtenances, and that the ſaid *R. R.*
 ' have of the Land of the aforeſaid *T. S.* and *A.* to the
 ' Value, &c. And that the ſaid *T. S.* and *A.* have
 ' over of the Land of the aforeſaid *Thomas Francis* to
 ' the Value, &c. And the ſaid *Thomas * Francis* in
 ' Mercy, &c. And hereupon the aforeſaid *R. F.* prays
 ' the Writ of our Lord the King, to be directed to the
 ' Sheriff of the County aforeſaid, to cauſe full Seisin of
 ' the Tenements and Commons aforeſaid, with the
 ' Appurtenances, to be delivered to him, and it is
 ' granted to him, returnable here without Delay, &c.
 ' Afterwards to wit, on the § twenty-eight Day of *No-*
 ' *vember* in this ſame Term, the aforeſaid *R. F.* cometh
 ' here into Court in his proper Perſon, and the Sheriff,
 ' namely *J. P. Eſq* ; now returneth that he by virtue of
 ' the aforeſaid Writ to him directed, on the twenty-
 ' fifth Day of *November* laſt paſt, cauſed full Seisin of
 ' the Tenements and Commons aforeſaid, with the Ap-
 ' purtenances, to be delivered to the ſaid *R. F.* as by the
 ' ſaid Writ he was commanded, &c.'

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*Instructions how to enter a Common Recovery with
 treble Voucher on the Rolls, where the Tenant ap-
 pears in Perſon, the firſt Vouchee by Attorney on a
 Warrant taken by Dedimus Poſtatem. and the
 ſecond Vouchee likewiſe by Attorney on a Warrant
 taken by Dedimus Poſtatem.*

IF it be required that this be made a Complete Re-
 covery of *Michaelmas* Term, the writ of Entry may
 be made returnable, * either on the firſt or ſecond Re-
 turn of the *Trinity* Term before ; becauſe there muſt
 four Returns between the Return of the Writ of Entry
 and the firſt Writ of Summons incluſive of both ; and
 the like between the firſt and ſecond Writ of Summons ;
 upon which Return Day of the ſecond Writ of Sum-
 mons (and not before) Judgment is given and entered,
 and

* 422

§ The laſt Day of the Term

OF RECOVERIES.

and a Writ of Seisin awarded. Therefore we will suppose for this Purpose that the Writ of Entry be returnable in eight Days of the *Holy Trinity*. Then the first Summons must be returnable on the Morrow of *All Souls*, the second Summons, from the Day of *St. Martin* in 15 Days, and the Writ of Seisin, eight Days of *St. Hilary*.

The Writ of Entry being returnable in eight Days of the *Holy Trinity*, the Demandant and Tenant are supposed to come to the Common Pleas Bar at that Return, and the Demandant then to count against the Tenant, who also then makes Defence, and vouches to warranty the first Vouchee; whereupon a Writ is to summon him to be before the Justices at *Westminster* on the Morrow of *All Souls*, to warrant to the Tenant the Premises in the Court demanded. This being all that is supposed to be transacted in Court in *Trinity Term*, must consequently be recorded and entered in a Plea Roll of that Term among the Pleas of Land, in a large, strong, ingrossing Hand, according to the following Form.

* 423 * *Writ of Entry returnable in eight Days of the Holy Trinity.*

The Entry of the Count a- gainst the Te- nant with the Awarding the Summons against the first Vou- chee, the <i>des</i> <i>clatus</i> to the Parties, and a Warrant of Attorney for the Tenant, who comes in at the Day given by At- torney, sup- posed to be	<i>Yorkshire</i>, ' <i>A. B.</i> in his proper Person demandeth to wit, ' <i>A.</i> against <i>C. D.</i> the Honour of <i>Y.</i> with the Appurtenances, the Castle of <i>K.</i> with the Appurten- ances, the Borough of <i>L.</i> with the Appurtenances, the Forest of <i>M.</i> with the Appurtenances the Chase of <i>N.</i> with the Appurtenances, the Hundred of <i>O.</i> with the Appurtenances, the Manor of <i>P.</i> with the Appur- tenances, the Scite of the Manor of <i>Q.</i> with the Ap- purtenances, the Scite of the Monastery of <i>R.</i> with the Appurtenances, also 580 Messuages, 590 Cottages, 50 Shops, 10 Cellars, 20 Tofts, 10 Water Corn- Mills, 10 Wind-Mills, 4 Fulling-Mills, 10 Dove- houses, 580 Gardens, 1000 Acres of Land, 1000 Acres of Meadow, 100 Acres of Pasture, 590 Acres of Wood, 590 Acres of Underwood, 1990 Acres of Furze and Heath, 1558 Acres of Moor, 6669 Acres of Rush Land, 1080 Acres of Fresh Marsh, 590 Acres
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OF RECOVERIES.

Acres of Salt Marsh, 500 Acres of Rushy Ground, on the 247th
 600 Acres of Alderland, 188 Acres of Land covered Roll of Tri-
 with Water, ten Shillings Rent, the Rent of two nity Term.
 Capons, two Hens, and one Pound of Pepper, all
 Mines, Delphs and Quarries of Stone, and other Mi-
 nerals, Common of Pasture for all Manner of Cattle,
 Common of *Turbary*, Common of *Esflowes*, free
 Fishery in the River of *O.* * free Warren, Liberty of * 424
 Foldage and a Sheep-Walk for 1500 Sheep, 5 Salt-
 pits, 5 Boileries of Salt Water, a Passage over the
 River *O.* ten Wharfs, Six Quays, two Fairs, ten
 Markets, Courts-Leet, Courts-Baron, View of
 Frankpledge, and whatsoever to View of Frank-
 pledge belongeth, Goods and Chattels waived, Treas-
 ure found or to be found, Estrays, Deodands, Goods
 and Chattels of Felons and Fugitives, Felons of them-
 selves, Outlaws, Persons put in Exigent, and Con-
 victs attaint, with the Appurtenances in *S. T. U.* and
W. And also the Rectories of *X.* and *Y.* with the
 Appurtenances, and all and all Manner of Tithes,
 Oblations, Obventions, Pensions and Portions what-
 soever to the said Rectories belonging and appertain-
 ing, and likewise the Advowsons of the Churches of
X. and *Y.* And the Advowson of the Vicarage of
Z. as his Right and Inheritance, and into which the
 said *C.* hath not Entry, but after the Disseisin which
Hugh Hunt thereof unjustly and without Judgment
 hath made to the said *A.* within thirty Years, &c.
 And whereupon he saith that he was seised of the
 Honour, Castle, Borough, Forest, Chase, Hundred,
 Manor, Tenements, Rents, Mines, Delphs, Quarries,
 Commons, free Fishery, free Warren, Liberty of
 Foldage and Sheep-Walk, Salt-Pits, Boileries, Pas-
 sage, Wharfs, Quays, Fairs, Markets, Courts-Leet,
 Courts-Baron, View of Frankpledge, Goods and
 Chattels waived, Treasure found or to be found, Es-
 trays, Deodands, *Goods and Chattels of Felons and * 425
 Fugitives, Felons of themselves, Outlaws, Persons put
 in Exigent, and Convicts attaint afore said, with the
 Appurtenances, and also of the Rectories afore said,
 with the Appurtenances, and of the Tithes, Obla-
 tions, Pensions and Portions afore said in his Demesue
 as of Fee and Right, and of the Advowsons afore said
 as

O F R E C O V E R I E S.

‘ as of Fee and Right, in Time of Peace, in the Time
 ‘ of our Lord the King that now is, by taking the
 ‘ Profits thereof to the Value, &c. and into which, &c.
 ‘ and thereof he bringeth Suit, &c.

‘ And the said C. in his proper Person cometh, and
 ‘ defendeth his Right when, &c. and thereupon vouch-
 ‘ eth to warrant E. F. to be summoned in the County
 ‘ aforefaid, let him have him here on the Morrow of
 ‘ *All Souls* by the Aid of the Court, &c. The fame
 ‘ Day is given here to the Parties aforefaid, &c. and
 ‘ hereupon the said C. putteth in his Stead Z. Y. and
 ‘ W. L. his Attornies jointly or severally againſt the
 ‘ ſaid A. to gain or loſe of the Plea aforefaid, &c.

*Here ends ſo much of this Common Recovery as is to be
 entered in a Roll of Trinity Term.*

Inſtruction
 for making
 Entries on the
 ſecond Sum-
 mons Roll,
 ſuppoſed to
 be the 300th
 Roll of
 Michaelmas
 Term.

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 Exordium
 before the
 Mittimus and
 Tranſcript
 to the fiſt
 Vouchee.

Then upon a Plea Roll of *Michaelmas* Term follow-
 ing, which is called the ſecond Summons Roll, you
 make an Entry of the Mittimus, and Tranſcript of the
Dedimus Poſteſtatem, and Caption of the Warrant of At-
 torney of the fiſt Vouchee, becauſe he appears at the
 Bar by his Attorney the fiſt Return of that Term, and
 vouches the ſecond Vouchee, beginning with an *Exor-*
dium in the following Manner, viz.

Our Lord the King hath ſent to his Juſtices of the
 Bench here his Writ of *Mittimus*, cloſed together with
 the Tenor of a certain Writ of the ſaid Lord the King
 of *Dedimus Poſteſtatem*, for receiving a Warrant of At-
 torney, and the Return of the ſame Writ, and alſo the
 Warrant of Attorney thereupon received in theſe Words:
George the Third by the Grace of God, (ſo enter the
Mittimus and *Tranſcript verbatim*, as you ſee in the Pre-
 cedents before.) Having entered the *Mittimus* and *Tran-*
ſcript, immediately after them, you make the proper
 Entry of ſo much of the Recovery as muſt be entered
 upon this ſecond Summons Roll, reciting therein the
 Record of what was tranſacted in the laſt *Trinity* Term
 in the Manner following, without breaking off till you
 have awarded the ſecond Summons, &c.

Elſewhere as it appears in the Term of the *Holy Tri-*
nity laſt paſt, upon the two Hundred and forty-ſeventh
 Roll, it is thus contained: *Yorkſhire, (to wit,) A. B.*
 in

OF RECOVERIES.

in his proper Person demandeth against C. D. (*so enter the whole Record of the first Summons Roll, which ends with these Words, 'To gain or lose of the Plea aforesaid, &c. and then proceed to make the Remainder of the Entry, which must be upon this second Summons Roll in the Manner following, without breaking off or beginning a new Line.'*) At which Day cometh here* as well the said

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A. in his proper Person as the aforesaid C. by the said Z. Y. his Attorney, and the said E. being summoned, &c. by a R. W. his Attorney likewise cometh, and a One of the freely warranteth the Honour, Castle, Borough, Attornies Forest, Chase, Hundred, Manor, Tenements, Rents, which he appointed by Mines, Delphs, Quarries, Commons, free Fishery, the *Ded. Pot.* free Warren, Liberty of Foldage, and Sheep-Walk, Salt-Pits, Boileries, Passage, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattels waived, Treasure found or to be found, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws, Persons put in Exigent, and Convicts attaint aforesaid with the Appurtenances, and also the Rectories aforesaid with the Appurtenances, and the Tithes, Oblations, Obventions, Pensions and Portions, and Advowsons aforesaid, unto the said C. &c.

And hereupon the said A. demandeth against the aforesaid E. Tenant by his own Warranty, the Honour, Castle, Borough, Forest, Chase, Hundred, Manor, Tenements, Rents, Mines, Delphs, Quarries, Commons, free Fishery, free Warren, Liberty of Foldage, and Sheep-Walk, Salt-Pits, Boileries, Passage, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattels waived, Treasure found or to be found, Estrays, Deodands, Goods and Chattels of Felons, and Fugitives, Felons of themselves, Outlaws, Persons put in Exigent, and Convicts attaint aforesaid, with the Appurtenances, and also the Rectories * aforesaid, with the Appurtenances, and the Tithes, Oblations, Obventions, Pensions and Portions, and Advowsons aforesaid, in Manner aforesaid, &c. And whereupon he saith that he was seised of the Honour, Castle, Borough, Forest, Chase, Hundred, Manor, Tenements, Rents, Mines, Delphs, Quarries, Commons, free Fishery, free Warren, Liberty of Foldage and Sheep-Walk, Salt-Pits, Boileries, Passages,

Count against the first Vouchee he being become Tenant by his own Warranty.

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OF RECOVERIES.

Passages, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattels waived, Treasure found or to be found, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws, Persons put in Exigent, and Convicts attaint aforesaid, with the Appurtenances, and also of the Rectories aforesaid, with the Appurtenances, and of the Tithes, Oblations, Obventions, Penlions and Portions aforesaid in his Demefne as of Fee and Right, and of the Advowsons aforesaid, as of Fee and Right in Time of Peace, in the Time of our Lord the King that now is, by taking the Profits thereof to the Value, &c. And into which, &c. And thereof he bringeth Suit, &c.

* 429 ^a And the said *E. Tenant* by his own Warranty defendeth his Right, when, &c. and thereupon further voucheth to warrant *G. H.* to be summoned, also in the County aforesaid, let him have him here from the * Day of *St. Martin* in fifteen Days by the Aid of the Court, &c. the same Day is given as well to the aforesaid, ^b *A.* as to the aforesaid ^c *E. Tenant* by his own Warranty here, &c.

Here ends the Entry upon the second Summons Roll; and if there be Room enough left upon this Roll, you may enter upon it immediately after the *Mittimus*, and Transcript relating to the second Vouchee, (in the Manner above) as he appears in the same *Michaelmas* Term; if Room enough be not left, then you must enter that *Mittimus*, and Transcript, upon the Roll following of the same Term which is called the Recovery Roll. And immediately after that follows the Entry of the whole Recovery, in the Manner following.

Entry on the
Recovery
Roll.

Entry on the
Recovery
supposed to
be on the
three hundred and first Roll of Michaelmas Term.

Elsewhere as it appears of this same Term upon the three hundredth Roll it is thus contained. Elsewhere as it appears of the Term of the *Holy Trinity* last past upon

^a You do not begin a new Line upon the second Summons Roll until you come to this Place.

^b The Demandant.

^c The first Vouchee who is now become Tenant by his own Warranty, in the Room of the Tenant to the *Præcipe*, who doth not come again, so hath no Day in Court given to him.

OF RECOVERIES.

upon the two Hundred and forty-seventh Roll, it is thus contained : *Yorkshire, (to wit) A. B.* in his proper Person demandeth against *C. D.* (so enter the whole Record of the second Summons Roll which ends with these Words, '*The same Day is given as well to the said A. as to the aforesaid E. Tenant by his own Warranty here, &c.*' then proceed to enter * the whole Recovery in Manner following, without breaking off or beginning a new Line.) And now here at this Day, that is to say, from the Day of *St. Martin* in fifteen Days, come as well the aforesaid ^a *A.* in his proper Person as the said ^b *E.* by his Attorney aforesaid, and the aforesaid *G. H.* being lately summoned by *c. B. B.* his Attorney likewise cometh, and freely warranteth the Honour, Castle, Borough, Forest, Chase, Hundred, Manor, Tenements, Rents, Mines, Delphs, Quarries, Commons, free Fishery, free Warren, Liberty of Foldage, and Sheep-Walk, Salt-Pits, Boileries, Passage, Wharfs, Quays, Fairs, Markets, Courts-Leet, Courts-Baron, View of Frankpledge, Goods and Chattels waived, Treasure found or to be found, Estrays, Deodands, Goods and Chattels of Felons and Fugitives, Felons of themselves, Outlaws, Persons put in Exigent, and Convicts attaind aforesaid, with the Appurtenances, and also the Rectories aforesaid, with the Appurtenances, and the Tithes, Oblations, Obventions, Pensions and Portions, and Advowsons aforesaid, unto the said ^d *E. &c.* And here-
upon the said *A.* demandeth against the aforesaid ^e *G.* Tenant by his own Warranty, the Honour, Castle,
* (naming the Parcels here as in the Count against the first Vouchee) in Manner aforesaid, &c. And where-
upon he saith that he was seised of the Honour, Castle, (naming the Parcels again here, and concluding this Count *verbatim* in the same Manner as the Count against the first Vouchee.)

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Count against
the second.
Vouchee.

* 431

^a And

^a The Demandant.

^b First Vouchee who is Tenant now by his own Warranty.

^c One of the Attornies which he *G. H.* appointed by the De. po.

^d The first Vouchee.

^e Second Vouchee.

OF RECOVERIES.

Count against
the Common
Vouchee.

Begin a new
Line.

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^a And the said *G. Tenant* by his own Warranty defendeth his Right, when, &c. And thereupon further voucheth to Warranty *Thomas Francis Martin*, who is present here in Court in his proper Person, and freely warranteth the Honour, Castle, (naming the Parcels in this Place as in the last Count above *verbatim*) unto the said *G. &c.* and hereupon the said *A.* demandeth against the said *Thomas Francis*, Tenant by his own Warranty the Honour, Castle, (naming the Parcels again in this Place as in the last Count above *verbatim*) in Manner afore said, &c. And whereupon he saith that he was seised of the Honour, Castle, (naming the Parcels and concluding this Count *verbatim*, in the same Manner as in the Count against the second Vouchee last above.)

And the said *Thomas Francis*, Tenant by his own Warranty defendeth his Right, when, &c. and saith that the said *Hugh* did not disseise the said *A.* of the Honour, Castle, (naming the Parcels again as in the Beginning of the last Count) afore said, as the same *A.* by his Writ and Declaration above doth * suppose, and of this he putteth himself upon the Country, &c.

And hereupon the said *A.* craveth leave to imparl, and he hath it, &c. and afterwards the same *A.* cometh again here into Court in his proper Person, and the said *Thomas Francis* although solemnly called cometh not again but departed in Contempt of the Court, and maketh Default, therefore it is considered that the said *A.* do recover his Seisin against the said *C.* of the Honour, Castle, (naming the Parcels again as in the Beginning of the last Count) afore said, and that the same *C.* have of the Land of the said *E.* to the Value, &c. and also that the same *E.* have over of the Land of the said *G.* to the Value, &c. and furthermore that the same *G.* have over of the Land of the said *Thomas Francis* to the Value, &c. and the same *Thomas Francis* in Mercy, &c. And hereupon the said *A.* prayeth the Writ of our Lord the King to be directed to the Sheriff of the County afore said, to cause full Seisin of the Honour, Castle, (naming

^a You do not begin a new Line upon the Recovery Roll before this place.

OF RECOVERIES.

(naming the Parcels again as above) aforefaid, to be delivered to him, and it is granted to him returnable here in eight Days of *St. Hilary, &c.* ^a At which Day ^a This must cometh here into Court the faid *A.* in his proper Person, be on the Land and the Sheriff namely *T. W.* Esquire, now returneth bel of the that he by virtue of the aforefaid Writ to him directed Exemplifica- on the sixth Day of *December*, then last past, did cause tion. full Seisin of the Honour, Castle, (naming the Parcels again as above) aforefaid to be delivered to the faid *A.* as by the faid Writ he was commanded, &c.

I N D E X

OF THE CHURCH

The Church of the Holy Trinity
in the City of New York
has the honor to inform you
that the same has been
reorganized and is now
open for the reception of
members. The services
will be held on Sunday
at 10 o'clock in the
forenoon. The Rev. Mr.
[Name] will be the
pastor. The church is
located at [Address].
The services will be
held on Sunday at 10
o'clock in the forenoon.
The Rev. Mr. [Name]
will be the pastor. The
church is located at
[Address].

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I N D E X.

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Its antiquity.	3
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4. The note of the fine.	6
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Of the proclamation of fines by statute.	
Cannot be proclaimed out of term; if so proclaimed, they are reversible in error.	<i>ibid.</i>
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Fine levied by feme covert under age, she cannot reverse it when uncovert, if above age.	<i>ibid.</i>
Fine levied by baron, and feme within age, of the wife's land, reversed as to both.	21
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